Records of Fort St. George

PLEADINGS IN THE MAYOR'S COURT
1744-45

Volume IV

MADRAS
PRINTED BY THE SUPERINTENDENT, GOVERNMENT PRESS

1938

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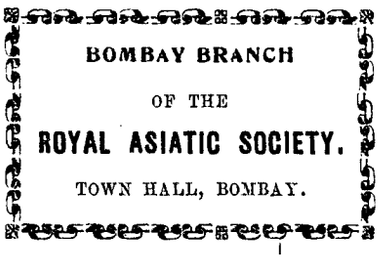

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PLEADINGS IN THE MAYOR'S COURT

1744-45

Volume IV

109190

MADRAS
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PREFATORY NOTE

This Volume contains the Pleadings in the Mayor's Court at Madraspatam during the years 1744–45 and is the fourth in the series of records known as " Pleadings in the Mayor's Court ".

The original manuscript volume has been mended and is in a fair state of preservation. Some gaps in this volume have been filled up with materials obtained from the India Office. The India Office typescripts have been preserved.

EGMORE,
1st June 1938.

B. S. BALIGA,
Curator, Madras Record Office.

LIBR

RECORDS OF FORT ST. GEORGE

PLEADINGS IN THE MAYOR'S COURT

1744-45.

[*India Office Typescripts.*]

(I.O. RANGE 328, VOL. 79.)

18TH JANUARY 1742/3.

TO THE HONOURABLE THE MAYORS
COURT OF MADRASPATNAM.

HUMBLY COMPLAINING Sheweth unto this Honourable Court your Oratrix Appona Vencatamma of Madras Widow, That in the year one Thousand Seven hundred and Thirtyfour 1734 One Jaggoo the Son of your Oratrix's first Husband by a former Wife, being married to the Sister of one Ketty Vencata Putty a Dubash in Madras, He the said Jaggoo some time Since became Disordered in his Senses and your Oratrix Shews that the said Vencata Putty out of a Seeming or Pretended Kindness for the said Jaggoo, and being brother to the said Jaggoo's then Wife Did perswade the said Jaggoo and his Wife to go with him the said Ketty Vencata Putty to his the said Ketty Vencata Putty's House in Order for his cure and by that means he the said Ketty Vencata Putty did Possess himself of Divers and Sundry Joys bonds for Money and Bills of Sale of Houses and your Oratrix Shews that Some time Since the said Jaggoo and his wife Left your Oratrix's house and went to that of Ketty Vencata Putty's the wife of the said Jaggoo Departed this Life, and your Oratrix Shews that your Oratrix made Complaint to the Cast as being Mother in Law and Imediate Heir^{s}. to Jaggoo (who Continued Disordered in his Senses) that the said Vencata Putty had upon the Demise of his Sister, Jaggoo's Deceased Wife, Still Continued to Possess himself of the said Joys bonds bills of Sale etc. and your Oratrix Shews that the Cast did thereupon meet and did Examine the Matter and did Order the said Vencata Putty to deliver up to your Oratrix the said Jaggoo together with all the bonds Joys bills of Sale etc. wrongfully Possessed by him the said Vencata Putty, and your Oratrix Shews that the said Vencata Putty did in Consequence of said Order Deliver to your Oratrix Sundry Joys and bonds and bills of Sale, But your Oratrix Shews that the said Ketty Vencata Putty Still Detains in his Possession Joys and bonds to the Amount of fifteen hundred and thirty one Pagodas as will more fully Appear by an Account hereunto Annexed and which your Oratrix prays may be admitted as part of this your Oratrix's bill.

AND your Oratrix Shews that your Oratrix has frequently applyed herself in the most friendly Manner to the said Ketty Vencata Putty requesting that he would Comply with the Order of the cast and Deliver up the Notes Joys and Money received.

But now so it is may it please this Honourable Court the said Ketty Vencata Putty absolutely refuses to give your Oratrix any the Least Satisfaction in the Premisses.

To the End therefore that the said Ketty Vencata Putty may upon his Corporal Oath true and Perfect Answer make to all and Every the Matters Aforesaid as fully truly and Effectually to all Intents and purposes as if the same were here again repeated and Interrogated and be Decreed to deliver up the Particular bonds Joys &c^{a}. as p. Account annexed or that he account for the same as they are Severally therein Charged and that your Oratrix may have such further and other relief in the Premisses as Shall be agreeably to Equity and good Conscience.

JOHN RUSSELL,
Attorney for the Complainant.

A List of the Joys and Bonds belonging to Appona Vencatumma in the Custody and Possession of Kette Vencateputte together with Certain Sums of Money due to her which he received and delivered up the Bonds.

2 Pair Gold Shackles (Astacudial)				P.	58	— —
2 pr. of Puttana Gadroo					50	— —
1 pr. of Beviralloo					60	— —
1 Gold String for the neck with a Diamond Medinoloo.					60	— —
1 Ditto plain					30	— —
2 pr. of Tiattaloo					35	— —
2 pr. of Gold and Coral Beads					55	— —
1 Gold Pattada with a Ruby					20	— —
2 pr. Earrings (Cundiloo) with Rubies and Emerald.					15	— —
1 pr. of Diamond Earrings					18	— —
1 pr. Emerald Ditto					25	— —
1 pr. Ditto Ditto					16	— —
Gold Buttons					27	— —
1 Gold Breastplate (Paddacum) with a Diamond and Gold Chain					64	— —
2 Rings 1 Diamond and 1 Emerald					10	— —
2 Earrings					6	— —
2 pr. of Gold Beads for the neck					25	— —
1 plain Pattada					12	— —
1 Ring for the Nose with a Pearl					5	— —
1 pr. of Gold and Coral Beads for the hands					15	— —
1 pappataputtoo			16 — —			
1 pr. of Silver Paddacalloo			6 — —			
1 pr. of Silver Chains for the Legs ...			6 — —			
1 pr. of Silver Shackles for Ditto ...			12 — —			
					40	— —
5 Large Brass Potts					10	— —
Ready Money received by him vizt.						
From Atapetta Appiah on Account of a Mortgage of his house ...P.			55 — —			
Velloor Come Chitty			30 — —			
Jellapillai Shashia on Account of a Bond Principal and Interest.			80 — —			
Nella Tombe on Account of a Bond			50 — —			
Attapah Vencatiah			10 — —			
For a horse he sold belonging to Jaggoo			50 — —			
					275	— —
Bonds which are now in his Possession Vizt.						
1. Bond given by Chin Narrapa Father of Kette Vencateputtee to Appona Vencatummas husband ... ...P.			200 — —			
1. Do. given by Ditto.....to Ditto.			400 — —			
					600	— —
				Pagodas ...	1531	— —

FEBRUARY 1°. 1742/3.

THE PLEA OF KETTY VANCATY PUTTEE OF MADRAS DEFENDANT TO THE BILL OF COMPLAINT OF OPPONA VENCATOMAH OF THE SAME PLACE WIDOW COMPLAINANT.

THE SAID Defendant by Protestation not confessing or acknowledging all or any part of the Matters and things in the said Bill of Complaint contain'd to be true in such Manner as they are therein and thereby Setforth and alleg'd, as to such part of the said Bill as Demands a dilivery of sundry Joys Bonds Moneys etc. and all such other part of the said Bill that is not herein aftermention'd or answer'd unto this Defendant doth plead thereunto and for Plea Saith, FIRSTLY Touching the Joys Bonds Moneys etc. This Defendant Solemnly Protests. He never was possess'd of all or any part of the said Joys Bonds Moneys &c^{a}. as is falsely in the Complaint Setforth. SECONDLY there was never any such Meeting of the Cast nor such an award by them made as the Complainant falsely Setsforth in Her Bill of Compl^{t}. THIRDLY the Complainant is no ways Impower'd Lawfully to call this Defendant to Account Sopposeing the allegations against this Defendant in the Bill of Complaint were all true the Complainant being neither Heir nor Guardian to Jaggoo in the Complainant's Bill mention'd the said Compl^{t}. haveing in the year 1734 call'd the said Jaggoo before a Meeting of the Heads of the Cast to Demand a dividend of Her husband's Estate which the Cast awarded Her and She as is the Custom of the Cast she belongs to withdrew Herself from Her Family not being allow'd to have any further concerns therewith all which this Defendant conceives will clearly Demonstrate she coud not be Guardian to the said Jaggoo and as to Her being His Heiress that's an Impossibility for the said Jaggoo has a Son now liveing and the Laws of Jaggoo's and the Complainants Cast are such that while Jaggoo's Son lives Jaggoo cannot appoint any other person his Heir or Heiress why then is this Defendant Troubled with this Litigious Law suit for if as the Compl^{t}. in Her Bill sets forth she's Jaggo's Heiress (which as before Shewn cannot be) yet this Defendant humbly conceives she can have no right to Jaggoo's Estate till after Jaggoo's Decease and if so the Complainant cannot by being Heiress only be invested with Sufficient powers whereby to call this Defendant to an Account in Jaggoo's lifetime. All which matters this Defendant doth Plead in Barr and humbly prays the Judgement of this Honourable Court whether this Defendant shall make any further or other Answer to the Compl^{ts}. said Bill of Complaint and humbly prays to be hence Dismiss'd with reasonable Costs in this behalf wrongfully Sustain'd.

WILLIAM DUMBLETON,
Attorney for the Defendant.

MAYORS COURT
AT
MADRASPATNAM.

MONDAY the 24th day of December A.D. 1744 Between Appona Vencatumma of Madras Widow Complainant and Ketty Vencaty Puttee of the Same place Dubash Defendant.

THIS CAUSE coming on this day to be heard and Debated before this Court in the presence of the attorneys on both sides; On hearing the Complainants Bill with an Account of Sundrys thereto annext the Defendants Plea in Bar and an order made in this Cause on the 27th November last past Read on due Consideration had This Court doth therefore think fit to Order and Decree and doth accordingly Order and Decree That the Complainants Bill do Stand dismissed out of this Court and that the Defendant do pay the Cos's of this Suit and further that the Bond sued for by the Plt. for Pag^{s}. 400 in the Name of Vencatamah, Ag^{t}. the Defendant P. 1531

and the discharge given the Defendant by the said Vencatamah (and mentioned in the pleadings and decree of the said Cause of Vencatamah against Ketty Vencaty Puttee) be both Cancelled by the Register of this Court.

Per Cur

NOAH CASAMJOR,
Regr.

15TH JANUARY 1744.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

The humble Petition of Veerrago Chitty

SHEWETH,

THAT on or about the 9th day of December 1743 your Petitioner did Send the Sum of Seventy Pagodas to one Permall & Birthum Parriah his father, and for Security thereof they did Mortgage and make over to your petitioner their House and Ground, Situate in the Peddanaigues Petta, in Gungaram's Street, between the houses of Tondava Moorty & Potty Kistna, in leñth one hundred feet, and in breath forty eight feet, to have and hold the said house on the usual conditions, as by the said Mortgage Bond and bill of Sale will appear a translate of which is in y^r. Petitioners petition annext, the above Date, the original ready to produce as this honourable Court Shall direct, and your Petitioner Shews the said house so in Mortgage to your Petitioner, is since sold by Execution Issueing out of this honourable Court at the Suit of Bullegoerlah Gungiah and the said house sold for the Sum of Pag^s. 85. 6. 58 and the said Cash is return'd by the Sheriff into the Cash of this hono'ble Court. wherefore your Petitioner prays his principal Interest & Costs of the said Mortgage may be first paid out of the Money so return'd into Court and your Petitioner as in Duty bound SHALL EVER PRAY &c^a.

9TH. DECEMBER 1743.

I PERMAUL Son of Birthum Pariah do hereby acknowledge to have Borrowed and Received of Veraraugoo Son of Dasuree Purrecoolee Balla Ragoova Chitty the Sum of Seventy Pagodas for securing the repayment of which Sum with Interest at nine p. Cent on demand I mortgage my House with two Bills of Sale thereof.

BIRTHUM PERMAUL.
BIRTHUM PAUPIAH.

WITNESS.
Pote Kistnama.
Modum Kamanah.
drawn by Chadoovoola Padmiah.
Translated from a Cadjan said to be the original.

JOSEPH GITHIN,
Exam^r.

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 26th day of February Anno Dom. 1744 Exparte Verrago Chitty Mortgagee of the House of Birthum Pariah, sold by Execution issued out of this Court at the Suit of Bulle Goerlah Gungiah.

ON HEARING the Petition of the Mortgagee with Translate of a Cadjan Mortgage bond of the Defendant's Sons dated the 9th December 1743 for Pagodas 70 thereto annext read, The said Defendant's Sons Birthum Permaul and Birthum Paupiah

being in Court, also Moodum Ramanah one of the witnesses [to] the said bond, they the Defendant's Sons acknowledged the Execution of the said bond, which the aforesaid Witness thereto also confirm'd: This Court doth therefore on due Consideration had, Think fit to Order and Decree and doth accordingly Order and Decree, That the Sum of Seventy pagodas with Interest thereon from the date of P. 70
the Petitioners Mortgage bond, until the 18th December last past, be paid unto the Petitioner Verrago Chitty together with his Costs of Suit out of the Sum of Pag^{s}. 85. 6 . 58. return'd into this Court by the Sheriff thereof on the aforesaid 18th December last past for the net produce of the Sale of the Defendant's house, Mortgaged to the Pet^{r}. as aforesaid, and that the residue be paid unto the Plt. after deducting the Costs of Suit.

Per Cur
NOAH CASAMAJOR,
Reg^{r}.

JULY 27TH. 1742.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING Sheweth unto this Honourable Court your Orator Sealum Moodalare Merchant of Madras Son of Ponta Yacumbrum Moodalare formerely also Merchant of Madras but now deceas'd and your Orator shows unto this honourable Court that your Orators Father had dureing his Lifetime sundry dealings with one Coovetoor Jimmina at that time also Merchant of Madras but now Likewise deceased and your Orator further shews that the said Coovetoor Jimmina haveing Occasion for a Sum of Money did apply himself to your Orator Father for the Loan thereof whereupon your Orator's father did advance and lend unto to the said Coovetoor Jimmina the full and just Sum of Pagodas Thirteen Current of Madras for secureing the Repayment of which Sum with Interest thereon the said Coovetoor Jimmina did in and by One Mortgage Bond make over and assign unto your Orator's father one Bill of Sale of a House Situate in Conapa Chitty Street in the Black Town with a Peice of Ground and all other Appurtenances thereunto belonging which said Bond and Bill of Sale are now in your Orator's possession and ready to be produced as this honourable Court shall please to direct Translate whereof bearing date June the Twenty Sixth in the year of our Lord one Thousand Seven hundred and Nineteen is for the Inspection of this Honourable Court hereunto annex'd and your Orator further shews unto this Honourable Court that the said Coovetoor Jimmina haveing Occasion for a further Sum of Money did again apply to your Orator's Father whereupon your Orator's Father did advance him the further Sum of Pagodas Three for secureing the repayment of which Sum with Interest the said Coovetoor Jimmina did make one other Bond to your Orator's father being date January the Seventh which was in the year of our Lord one Thousand Seven Hundred and Nineteen, Twenty as will also appear by a Translate for the Inspection of this Honourable Court hereunto annex'd and your Orator Shews that the two foregoing Sums added together makes the amount of your Orator's Principal to be Sixteen Pagodas the Interest upon which Sum for Twenty Two years will be found to amount to Thirty three Pag^{s}. Nine fanams which added to the Principal beforemention'd the Total amount of your Orator's Demand will be Forty Nine Pagodas Nine fanams and your Orator further shews that since the Transactions above recited happen'd the said Covetoor Jimmina has departed this Life Leaving all his Estate & Effects to a Surviving Brother by Name Govinda a Conacopla of Madras who is now in Actual Possession of the said House as aforesaid Mortgag'd to your Orator's father of whome your Orator hath often in the most amicable Manner Demanded payment of your Orator's Just due.

But now so it is may it please this Honourable Court the said Govinda absolutely refuses to give your Orator any manner of Satisfaction your Orator therefore prays a General Releif Touching the Premisses such as to this Honourable Court shall appear agreeable to Equity and good Conscience.

To the end therefore that the said Govinda may upon his Corporal Oath true and perfect answer make to all and singular the matters and things herein before recited as fully truely and Effectually to all and every Intent and purpose as if the Same were here again repeated and Interrogated and that he may more particularly say whether he is not posses'd of the Effects of the said Coovetoor Jimmina Deceas'd Whether the House now Sued is not Actually in his Possesion Whether your Orator hath not often demanded payment of your Orator's Debt and Whether he hath even paid any part of said Debt.

WILLIAM DUMBLETON,
Attorney for the Complainant.

JUNE THE 26TH. 1719.

I COOVETOOR JIMINA do hereby Acknowledge to have borrow'd and received of Peta Yacumbrum Moodalare Thirteen Pagodas Current Money of Madras for Secureing the repayment of which Sum I hereby Mortgage and make over unto the Obligee my Brick and Tyled House Scituate in Comracapahs Street in the Black Town between the Houses of Nattee Coppia and Coovetoor Govindoo Opposite the English Burying Place to have and to hold the said House with its appurtenances unto the said Coovetoor Jimina & his Heirs for ever unless I or my Heirs shall well and truely pay the above Principal Sum with Interest at nine p Cent p annum

In Witness whereof I hereunto set my Hand in the Choultry Court where this is Registred Randal Fowke Esqr., being the Magistrate now present.

COOVETOOR TIMINA.

Drawn by Managapah Town Conacoply.

JANUARY 20TH. 1719/20.

I COOVETOOR TIMINA do hereby acknowledge to have Borrowed and Received of Pata Yacumbrum Moodalare the Just sum of Pagodas 3. 21. 10, which Sum he the said Yacumbrum is to repay himself with Interest at 12 ℔ Centum ℔ Annum out of the Amount of my House on which he has a Mortgage when he shall dispose of the same.

Drawn by Iroolapa.

COOVETOOR TIMINA.

WITNESSED by
Narrain Chittee Cundapa &
Bomie Caul Bubabadroo.

AUGUST 31ST. 1742.

THE ANSWER of Govinda Chitty Merchant of Madrass Defendant to the Bill of Complaint of Sealum Moodalare of said Place.

He this Defendant saving and reserving to himself all Benefit and advantage of Exception to the Manifold Errors Incertanitys and Insufficiencies in the said Bill Contained for Answer thereunto or to so much thereof as this Defendant is advised materially Concerns him to make Answer unto He this Defendant Answereth and Saith.

FIRST that the two Bonds annext to the Complainants Bill is no Less than 23 years old by the Date thereof, and this Defendant really believes by Comparisson of Hands, that this Defendants Brother never wrote the said Bonds having seen them in Court But above all if as the Complainant says the said Bonds are really true why has not the Complainant made some Demand of those Bonds within these 15 years this Defendants Brother having been dead so long and this Defendt. Declares he never heard of any such Demand till within these two or three months But this Defendant Declares he never received nor does he now Enjoy any part whatever of his deceased Brothers Effects nor is the House this Defendant now lives in, any part of the Deceased's Effects But the House the Complainant pretends is mortgaged to him is this Defendants house and has been this Defendants house for this Twenty years and upwards that is five years before his Brother's death at which time this Defendt. and his late Brother had disputes about their maintenance the one being married, and the other unmarried, Upon which they was [*sic*] Called before the heads of their Cast who allotted this Defendant half the said House and Gave the Deceased Brother the other half which he sold directly in his life time so that this Defendant is left in present possession of no more than the half of the said House for those who bought the other Half house being neighbours adjoining directly cut off his part of the house and Ground by a party Wall which several Transactions the Complainant and

his Ancient Mortgage never once appeared to make Demand But stays 15 years after the Man is dead picks up an Old Bond nobody knows how or where and then puts it in Court to get this Defendants house tho' this Defendant never received any part of the Deceased's Effects nor any Body else for the Deceased, while living had hardly enough to relieve his daily wants wherefore there is little reason to believe the Deceased left any Estate behind him, In short the Contents of these pretended Bonds shew the Mortgagor must have been but in very low Circumstances to Mortgage his House for 13 or 14 Pag^{s}.

But this Defendant denys that the Bonds now sued for are (this Defendant believes) the hand writing of this Defendants Brother deceased and this Defendant believes the said Bonds are Trumpt up and are false and this Defendant denies to be possessed of any part of the Deceased's Effects whereby this Defendant is in no wise liable to pay his deceased Brothers Debt on any account tho' never so true and this Defendant is ready to aver maintain and prove the same as this Honourable Court shall direct and humbly prays to be hence dismissed with his reasonable Costs in this Behalf most wrongfully sustained.

HENRY DEVEIL
Attorney for the Defendant.

19TH. OCTOBER 1742.

REPLICATION of Sealum Moodalare of Madras, Merchant, Complainant to the Answer of Govindoo of the same place, Merchant, Defendant.

THIS Replyant now and at all times hereafter saving and reserving to himself all and all manner of Benefit and advantage of Exception to the many errors and untruths of the said Answer for Replication thereunto Saith that all and singular the matters and things in this Repliants Bill contained are certain true as they and every of them are therein alledged and expressed and that the Defendants Answer to the said Bill is very untrue Imperfect and Insufficient to be replied unto and this Replyant for a Replycation to the said Answer saith further.

That as to the Defendant in his Answer saying that he doth not possess any part of the Deceased Timma's Estate is absolutely false for the House he the Defendant now lives in actually was Timmas during his life time nor was the half of it ever disposed as the Defendant falsely pretends but this Replyant acknowledges that Timma sold during his life time some of the Back yard belonging to the said house but none of the house on the Contrary he the said Timma died in the said house Immediately upon his death the Defendant took possession of the said house and has remained in it ever since the Def^{t}. pretends he is Ignorant there was any Mortgage on his House which must be false or else the Defendant must have a very short Memory for this Replyant doth averr that the Defend^{t}. was present several times when this Replyant demanded (the Sums now sued for) of Timma in his life time and since the death of the said Timma this Replyant hath more than a hundred times as this Repliant verily believes demanded payment of the Defendant who Continually put this Repliant off with fair promisses but never denied the Justness of this Repliants demand til about a month or two before this Repliant fyled his Bill in this Honourable Court.

In short this Replyant will prove the Mortgage Bond to be given by Timma will produce a Choultry Bill of Sale wherein the Mortgaged premisses are particularly specified and will prove that the Defendant himself more than once promised to repay this Repliant the money lent by this Repliant to Timma which this Replyant humbly hopes will be satisfactory to this Honourable Court.

All which matters and things this Replyant is ready to averr, maintain and prove and humbly prays as in and by his said Bill he has already prayed.

WILLIAM DUMBLETON
Attorney for the Replyant.

9TH NOVEMBER 1742.

The Rejoinder of Govinda to the Replycation of Sealum Moodalare Complainant.

This Defendant now and at all times hereafter, saving and reserving to himself all manner of Benefit and advantage of Exception to Incertainties and Insufficiencys of the Repliants Replycation saith that all and singular the matters and things in this Defendants said Answer are true and sufficient in the Law to be replied unto and this Defendant further saith again that he does possess no part of the Deceds Effects, and that the said House of the Deceased, was sold in the Deceased's life time, and this Defendant saith that the Complainant should have made his Claim in the deceased's life time, but instead of so doing the Complainant letts his pretended Claim be Dormant till the person is dead on whom the demand ought to be made, then the Complainant brings out some old demand of many years standing, no body can prove how it arises, or whether paid or not, a practice much used of late by some of the Inhabitants who make their daily Livelihood, to Trump old Bonds and Antient demands, that have lain asleep from Family to Family, and some perhaps discharged many years ago, and when the Complaints. think every branch of the Family is gone that was old enough to give an Account of past Transactions, then they build upon no bodys being alive or in the place to Disprove what they affirm, then some helpless Widow or some young Relique of the Family, is made a prey on, and Terrified into the payment of some money, or a new Bond to make a good debt of that, which was none at all, which practice tis hoped will be Inquired into, and Suppressed by this Honourable Court.

And this Defendant saith as in and by his Answer he hath already said and does and will Aver and maintain all and every thing and things to be true and certain in such manner and form as is therein and thereby set forth alledged and Expressed.

HENRY DEVEIL
Attorney for the Defendant.

INTERROGATORIES to be administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complaint. in a certain Cause wherein one Selum Moodalare is Complainant and one Govindoo is Defendant.

TO ALL THE WITNESSES *Imprimis* do you know the parties Complainant and Defendant in this Cause or Either of them and how long have you known them or either and which of them Declare.

2d. To Sadashava *Item* were you ever sent by the Complainant or his ffather to demand any money which of them sent you, who were you sent to, how much did you demand, how came the money due, what Answer did you receive from the person of whom you made the Demand Declare.

3d. To Irsapah *Item* was you present when the Complainants Father or any person for him demanded any money of a certain person, who was the person of whom the Money was demanded, what was the Sum demanded, how came it due, what Answer was given by the person from whom the money was demanded Declare.

4th. To all the Witnesses Item Do you know any other matter or thing material for the Complainant If Yea set forth the same as you know have heard or do believe with the reasons of such your knowledge or belief Declare.

WILLIAM DUMBLETON
Attorney for the Complainant

MADRASPATNAM. } BETWEEN SEALUM MOODELARE Complainant
MAYORS COURT AT } AND GOVINDOO Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

SADASHAVA of Madras Conicoply aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 12th. day of March 1743/4 shewn at the Office of Mr. Henry Deveil Attorney for the Defendant by Connecapa who left a Note of the Name Title and place of abode of the said Sadashava and afterwards on the same day being sworn and Examined deposeth as follows.

1st. To the first Interry this Deponent saith That he hath known the Complainant Seventeen years and the Defendant Twenty years or thereabouts.
2d. To the second Interrogatory this Deponent saith that he was sent by the Complainants ffather to demand payment of two Bonds, amounting to 13 or 14 Pagodas of the Defendants Brother Timmana who answered he would wait on the Complainants Father and satisfy him And further saith not to this Interrogatory. To the last Interrogatory this Deponent saith that since the death of Timmana payment of the above Bonds has been several times demanded of the Defendant, who as often promised but failed and more saith not.

SADASHAVA.

JOSEPH GITHIN *Examr.*

IRSAPAH of Madras Conicoply aged 53 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the partys Complainant and Defendant and hath so known them 16 years or thereabouts.
3d. To the third Interrogatory this Deponent saith that he was present at two several times when the Complainants Father demanded payment of two Bonds of the Defendants Brother Timmina but cannot say the amount of the sums therein contained that Timmana answered at such times that the Greatness of the Famine then had reduced him to such Extremity that he was scarce able to maintain himself and desired the Complainants ffather to have patience that he would discharge both the Bonds, when his Circumstances would admitt and more saith not to this Interrogatory.

To the last Interrogatory this Deponent saith That, since the death of Timmana this Deponent by the Complainants Order, demanded payment of the above Bonds of Timmana's Wife who acknowledged the debt and said she would lett out her Houses in order to discharge them as also he has once demanded payment thereof of the Defendant who likewise promised payment and more saith not.

JOSEPH GITHIN *Examr.* IRSAPAH.

MAYORS COURT AT MADRASPATNAM. }

TUESDAY the 12th. day of March [N. B.] 1744. Between Sealum Moodelare (Son of Ponta Yacumbrum deceased) of Madras, Merchant Compl^{t}. & Govinda (Brother to Coovetoor Timmana) Deceased Conicoply of the same place, Defendant.

THIS CAUSE coming on this day to be heard and debated before this Court in presence of the parties and their Attorneys on both sides On Hearing the Complainants Bill with Translate of two Bonds under the Defendants Brothers hands, the one dated the 26th. June 1719 for Pagodas 13 the other dated the 20 January 1719/20 for Pags. 3. 21. 20 thereto annext, The Defendants Answer, the Replycation and

Rejoinder also the proofs taken in this Cause on the part of the Complainant (the Defendant not having produced any) Read, and on Examination of the matters in this Cause what was alledged on either side, and due Consideration had thereon, This Court doth therefore think fit to Order and Decree, and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just sum of Sixteen pagod^{s}. Twenty one fanams forty Cash Current of Madras being the principal money of the before mentioned Bonds together with such Interest from their respective dates after the rate of Eight ℔ Cent ℔ Annum as now is or hereafter shall become due thereon until full payment is made & also the Costs of this Suit.

℔ Cur

NOAH CASAMAJOR
Reg^{r}.

21ST. AUG^{T}. 1744.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNAM.

HUMBLY COMPLAINING sheweth to this Honourable Court Portake Subriah Jagaswah Merchant of Madras that one Mahadon late of Madras but deceased having in his life time Occasion for a sum of money did apply himself to your Orator for the Loan thereof, whereupon your Orator did advance and lend unto the said Mahadan the sum of Eighty Pag^{s}. ten fanams and Ten Cash for Security of which sum he the said Mahadan did Mortgage and make Over to your Orator his house and Ground lying and being in the Pedanaigues Petta in Yeacombrum Isvera Pagod's Street between the Houses of Verrago Saustrey and Narionopayon in length 27 feet and in breadth thirty six and half with a piece of Ground in leñth thirty three feet, and in breadth Twenty seven feet To have and to hold the said House and Ground your Orator and his Heirs for ever Subject nevertheless to the usual Proviso in such Cases as by the said Mortgage Bond now in your Orators Custody bearing date 2^{d}. day of December 1741.

And Your Orator shews one Lingamah now living Widow and Relict of the said Mahadan is now in possession of the said premisses so Mortgaged to your Orator and your Orator shews he hath frequently demanded his said principal sum of

Pag^{s}.	80	10	10
also further lent on a petty Bond Pag^{s}.	5	—	—
also Rice and Paddy sold the Family	9	—	—
Besides Interest the principals only ... ... P^{s}.	94	10	10

But the said Lingammah absolutely refuses to give your Orator any satisfaction in the premisses.

To the End therefore that the said Lingammah may upon her Corporal Oath true and perfect answer make to all and every the matters aforesaid as fully truly and Effectually to all Intents and purposses as if the same was here again repeated and Interrogated and be Decreed to pay your Orator his several principal moneys Interest due thereon and that your Orator may have such further and other Relief in the premisses as may be agreeable to Equity and good Conscience.

HENRY DEVEIL
Attorney for the Complainant.

2D. DECEMBER 1741.

I MAHADAN son of Coliah do hereby acknowledge to have Borrowed and received of Portakee Subariah Jagaswah the sum of Eighty Pags. ten fanams and ten Cash for securing the repayment of which sum with Interest at twelve ℔ Cent in one year I Mortgage my house wth. the Bill of Sale and on default of such payment at the time Limitted I am to put him in possession of the said house.

MAHADAN.

WITNESS
Ramah Chandru
Vishvanada Sankarajee.
drawn by Ramah Chandrue.
Translated from a paper Writing said to be the Original.

JOSEPH GITHIN
Examr.

18TH. SEPTEMBER 1744.

THE answer of Lingamah Widow of Madrass Defendant to the Bill of Complaint of Portakee Subriah Jagaswah of the same place merchant Complainant.

THE Said Defendant now and at all times hereafter saving and reserving to herself all and all manner of Benefit and advantage of Exception to the manifold Errors Imperfections, Incertainties and Untruths in the Complainants said Bill Contained for answer thereunto or unto so much thereof as she this Defendant is advised, Materially doth concern this Defendant to make answer unto, she this Defendant answereth and saith.

That she admitts her Husband to borrow of the Complainant the sum of Pagodas Eighty, Ten fanams and Ten Cash for securing the Repayment whereof he this Defendants Deceased Husband did mortgage unto the Complainant the Bill of Sale of his House; and this Defendant further says that Thirty Pagodas of the above sum has been repaid in the lifetime of this Defendants Husband as he declared in his last Moments by saying he stood Indebted to the Complainant only Principal Pagodas Fifty, Ten fanams and Ten Cash on which Interest for one year was due.

As to the Bond for five Pagodas this Defendant acknowledges her Deceased Husband did sign it, but never received any Valuable Consideration for so doing.

As to the article of Paddy this Defendant knows nothing of any such parcel as the said Complainant Charges nor does she believe the said Charges to be true, but however she is willing to put the Issue of this Cause upon the Complainants taking his Oath at Triplicane Pagoda to the truth of his Demand, which this Defendant prays he may be Compelled so to do.

All which Matters and things this Defendant is ready to aver, maintain and prove the same as this Honourable Court shall award and humbly prays to be hence dismissed with her reasonable Costs and Charges in this behalf most wrongfully sustained.

WILLIAM DUMBLETON
Attorney for the Defendant

16TH. OCTOBER 1744.

THE Replycation of Portakee Subriah Jagaswah to the Answer of Lingamah of Madras Complainant.

THE SAID Replyant saving to himself all advantages of Exception to the Incertainties, Untruths and Insufficiencys of the Defendants answer for Replycation thereunto saith That all and singular the matters and things in this Repliants said Bill

contained is true as is therein alledged and that the Answer of the said Defendant to the said Bill is very untrue Imperfect and Insufficient to be replied unto.

For this Repliant saith that the house now under Suit was first mortgaged by the Defendants husband for Pag^{s}. 102 he afterwards paid in part of the Bond 34. But their being other little Accounts in this Replyants Favour a Ballance was struck and there remained due to this Replyant the sum of Pag^{s}. 80. 10. 10. upon which the Old Bonds was Cancelled and the new Bond under Suit was Given of which no part has been paid to this Repliant or to any person by his Order knowledge or belief as to the other little Bond for Pagodas 5 it was lent after the other Bond and the Defendants husband promised it should be Included in the Mortgage.

As to the 9 Pagodas of Rice which the Defendant in her answer Erroniously calls paddy this Repliant has several Witnesses to prove it due and therefore the Defendants Request of Swearing at the Pagoda is very unreasonable and this Repliant humbly conceives if the Defendant denys what this Repliant asserts it is the Repliants Interest to prove it and that has been always held sufficient by this Honourable Court.

The Court has some times thought proper to administer an Oath in the most solemn manner But that has been generally speaking matters of Great Importance, and the Oath always given to the Defendant and then only when the proofs have not appeared to the Courts Satisfaction.

All which Matters and Things this Replyant is ready to averr maintain and prove as this Honourable Court shall direct and humbly prays to us in and by his said Bill is already prayed.

Henry Deveil
Attorney for the Repliant.

Rejoinder General.

Mayors Court at Madraspatnam.

Tuesday the 26th. day of March A.D. 1745. Between Portakee Subriah Jagaswah of Madras Merchant Complainant and Lingamah (Widow) of Mahadeau late of the same place Goldsmith Deceased, Defendant.

This Cause coming on this day to be heard and debated before this Court in the presence of the plaintiff and the Attorneys on both sides, on hearing the Complainants Bill with Translate of a paper Mortgage Bond or Writing under the hand of Mahadeau the Def^{ts}. deceased Husband dated the 2^{d}. Decem^{r}. 1741 for Pagodas 80. 10. 10. thereto annext the Def^{ts}. answer, the Replycation and Rejoinder read. and on Examination of the matters in this Cause what was alledged on either side and due Consideration had thereon This Court doth therefore think fit to Order and Decree, and doth accordingly Order and Decree that the Defendant do pay unto the Complainant the full and just sum of Eighty five pagodas, Ten fanams, Ten Cash being the principal money of the two Bonds on which the plaintiff sues (he having made Oath to the satisfaction of this Court that neither he nor any other person for him hath received any part of the principal or Interest of the said Bonds) together with such Interest after the rate of Eight ℔ Cent ℔ annum as now is or shall hereafter Become due thereon until full payment is made, and also the Costs of this Suit, and that the said Debt and Costs be paid unto the Complainant out of the sum of Pagodas 136. 32. 48 now remaining in the Cash of this Court for residue of the net amount of the Sale of the Defendants house Mortgaged to the Plaintiff and Sold by Execution and returned into Court the 27th. November last past at the suit of Conjusaw.

℔ Cur
Noah Casamajor,
Reg^{r}.

1ST. MAY 1744.

TO THE HONOURABLE MAYORS
COURT AT MADRASPATNAM.

HUMBLY COMPLAINING Sheweth unto this Honourable Court Your Orator Tomby Chitty Merchant of Madras, was Concern'd in the Tobacco Farm Jointly with one Poncla Kisnash formerly Merchant of Madras, but now deceased and your Orator shews that at the time the said Poncla Kisnash departed this life there was a Ballance due from the said Poncla Kisnash on Account of the said Tobacco ffarm to your Orator to the amount of Pagodas 658. 24 Current money of Madras which sum your Orator demanded from the Executors of the said Poncla Kisnash by name Permoll Moodalare and Ram Chendrue both Inhabitants of the place aforesaid, and your Orator shews that the said Permoll Moodalare and Ram Chendrue did Inform your Orator that they had paid out of the Cash of the Tobacco farm, the sum your Orator demanded to the Honourable Company on Account of Poncla Kisnash, who stood indebted that Sum to the said Company, but they at the same time Informed your Orator that in order to secure to your Orator the sum your Orator demanded (which demand they acknowledged to be just) they would give unto your Orator one Bond or Obligation thereby making over unto your Orator all the Revenues that should arise from the said Farm until your Orators said Demand should be fully Discharged and that they would receive no part of the said Revenues till the Contents of the said Obligation should be fully complied with, and your Orator shews your Orator did consent to their Proposal and a Bond to the above Tenor was drawn and signed by the said Permaul Moodalare and Ram Chendrue, as will appear by a Translate thereof for the Inspection of this Honourable Court hereunto annext to which your Orator most humbly referrs and prays the same may be admitted as part of this Your Orators Bill of Complaint which said Bond bearing date Aug^{t}. the first 1743 is for Pagodas 658. 24 which make in Sterling money of Great Britain accounting each Pagoda Eight shillings £263. 9. 4½ or thereabouts and your Orator shews the said Permoll Moodalare and Ram Chandrue have made a Breach in the said Contract or Obligation by receiving the whole revenues of the said Tobacco farm ever since the said Contract was made without ever accounting with your Orator for any part thereof though your Orator hath often and that in the most amicable manner requested them so to do.

Your Orator therefore prays a General Relief touching the premisses such as to this Honourable Court shall appear agreeable to Equity and good Conscience Is the End of the Bill.

WILLIAM DUMBLETON
Attorney for the Complainant.

AUGUST 1ST. 1734 Madraspatnam.

WHEREAS, by the accounts of the Tobacco farm sixty [*six*] hundred fifty eight Pagodas and Twenty four ffanams due to Tomby Chitty the Companys Merchant, is found deficient in the Cash thereof, We therefore deliver up our Right or part therein to Tomby Chitty and do hereby Impower him to receive the whole produce of the said ffarm until he shall have been fully paid the said Sum of Six hundred fifty eight Pagodas twenty four fanams with Interest at nine ℔ Cent.

PERMAUL EXECUTOR OF PONCLA KISTNA.

WITNESS

RAMAH CHENDRUE CONICOPLY

Tripassure Marr Chitty.
Rangamar Rangapah Chitty.
drawn by Choliapah.

Translated from a Cadjan said to be the Original.

JOSEPH GITHIN
Exam^{r}.

5TH. JUNE 1744.

The Joint Answer of Parmaul Moodalare and Ramah Chendrue to the Bill of Complaint of Tomby Chitty of Madras Merchᵗ.

THESE Defendants saving and reserving to themselves all and all manner of Benefit and advantage of Exception to the manifold Errors Incertainties and Insufficiencys in the Complainants Bill contained for Answer thereunto or to so much thereof as these Defendants are advised materially concern them to make answer unto they these Defendants answereth and saith.

That they do admit the Complainant and the deceased Poncala Kisnah were partners in the Beetle and Tobacco farm, and they also admit that the Note or Obligation annext to the Complainants Bill was also given to the Intent and purpose hereafter mentioned.

After the decease of Poncala Kisnah the Complainant came to these Defendants and said that the Deceased's Estate stood Indebted to him the Complainant in the sum of 658. 24 Current of Madrass and as Security for such money the Complainant desired these Defendants would assign over to him the Complainant a power to receive and Collect in the profits Rents and Revenues of the deceaseds proportion in the Beetle and Tobacco farm of which the Deceaseds had been a principal Partner and in Consequence of which there was remaining a Stock in the said Partnership which the Complainant desired might not be removed til his the Complainants Demand was satisfied to which these Defendants Consented and to that Intent gave the Complainant the Note annext the Bill of Complaint the Tenor of which shews the Complainant had full possession of the said Beetle and Tobacco farm and kept the Cash thereof and it was therefore Impossible these Defendants could make any Breach in the said Contract.

And these Defendants say that from the time such power was given these Defendants have never once Intermeddled with the said farm in any shape whatsoever which is plain for if the Complainant was Injured why has he been silent so many years.

In short the Complainant ought rather to render an account of his own Transactions in the said ffarm to the minor now of age the deceaseds son and who is the only person to whom these Defendants can be accountable as every [*sic*] done in his Minority was in his right only and these Defendants acted but as Executors, that the Executorship is now expired by the Minors being at age and these Defendants cannot be any longer made accountable to the said Estate but to the Minor only to whom these Defendants are ready to account for all past Transactions and to another person for the Justness of which plea these Defendants humbly appeal to the Judgment of this Honourable Court.

All which matters and things these Defendants are ready to maintain and prove the same as this Honourable Court shall award and humbly pray to be hence Dismissed with their reasonable Costs and Charges in this Behalf most wrongfully sustained.

HENRY DEVEIL
Attorney for the Deft.

10TH. JULY 1744.

The Replycation of Tomby Chitty of Madras Merchant Repliant, to the answer of Permaul Moodalare and Ramah Chendrue of the same place Merchants Defendants.

THE Said Replyant saving and reserving to himself now and at all times hereafter all manner of Benefit and advantage of Exception to the many Errors untruths uncertainties and Imperfections in the Defendants said answer contained for Replycation thereunto saith.

THAT since the Defendants have admitted the Obligation to be Genuine it remains with them (in the humble Opinion of this Replyant) to discharge it or prove it has been discharged which this Defendant doth not in any wise admitt.

THE Consciences of the Defendants can assign a Cause why this Repliant has been so long silent in this Demand, which was no other than the repeated fair promisses of the Defendants from time to time to settle and adjust the accounts from whence the Ballance arose for which the Bond under Suit was given.

THE Defendants make use of a Law [*lacuna*] in hopes to screen themselves from being Compelled to do what is Equity Viz^{t}. They say, the person who Contracted the debt sued for has a son and Heir alive, at age and capable to answer all demands at Law, and that he being arrived at age are no longer accountable to any other person than him, This plea the Defendants Introduce and appeal to this Honourable Court to support them in it. Tis Granted this plea may be good in Law, but at the same time that is admitted it must be observed that Equity was Intended for the Relief of the Law which sometimes stands in need of it as in the present Case, which stands thus: Here are two left Executors in Trust for the Heir of the Deceased, the Deceased stands Indebted on account to Tomby Chitty for which Ballance the Executors give a Bond to Tomby Chitty, thinking this Bond of sufficient Validity Tomby Chitty delivers the accounts by which the Debt appears to the Executors, some time after Tomby Chitty applies to the Defendants to pay off their Obligation since they had made a Breach in the Tenour of it by receiving the Revenues as were by the said Obligation made over to Tomby Chitty the Defendants putt off Tomby Chitty from time to time for a long while but when Tomby Chitty expects according to the Defend^{ts}. promise that the time is come where at he is to be paid, to his great surprize, he is told by the Defendants that they have delivered up their Charge to the son and heir of the deceased and that they were no longer accountable to any Body but him, with this Shuffle Tomby Chitty is sent to the Son and Heir who asks, which way the debt arose, Tomby Chitty shews his Bond, says the son and Heir that Bond is given by Permaul Moodalare and Ramah Chandru, but I do not see thereby that I am answerable, where are these Accounts upon which the Debt appears, Tomby Chitty answers, they are with Permaul Moodalare and Ramah Chendrue Replies the son and Heir produce them let me see, that the debt, be just, Tomby Chitty applies to Permaul Moodelare and Ram Chendrue for the accounts who make him the same answer as before that he must look to the Heir for payment, for they have nothing to do with any Body but him. In this manner Tomby Chitty has been trifled with and put off, One answers he is not liable to pay the Bond and the other that they are not Liable to be called to an account by any Body but the Heir so that Tomby Chitty is in away of being paid by neither (The reason Tomby Chitty sues the Defendants and not the Heir, is because according to the Law of their Cast, the Defendants are obliged to pay the money upon the Obligation, and according to the Laws of the Cast, the Defendants have not discharged their Trust as Executors till they deliver up all their accounts to the Heir and produce a Written Instrument under the hand of the Heir, in the nature of a General Release, Neither of which the Defendants have yet done and are therefore liable to pay Tomby Chittys Demand.

All which matters and things this Repliant is ready to averr maintain prove and Testify as this Honourable Court shall direct and humbly prays as in and by his said Bill he hath already prayed.

WILLIAM DUMBLETON
Attorney for the Replyant.

7TH. AUGUST 1744.

The Rejoinder of Permall Moodelare and Ramachendrue Defendants to the Replication of Tomby Chitty of Madras, Complainant.

The said Defendants saving and reserving to themselves, all manner of Benefit and advantage of Exception, to the Incertainty and Insufficiency of the said Replycation Saith.

That these Defendants said answer is certain true, and sufficient in the Law to be replied unto and these Defendants also saith

That what the Complainant calls an Obligation, is of a Quite different kind to that of a Bond for payment of money nor are these Defendants bound by any such writing to the payment of any such money.

For these Defendants never received any Consideration for the Sum mentioned in the agreement, as is plain by the Tenor of the said Writing. These Defendants signed only as Executors and at the Complainants request not for money paid or received but for money said to be due to the Complainant from the deceaseds estate, and the agreement now under Suit was only given, as a promise the Complainant should be paid out of the profits arising from his share of the Beetle and Tobacco farm, and these Defendants never did touch part of such profits, but left them to be received by the Complainant in and towards the discharge of this very debt, and the Complainant Enjoyed the same Unmolested from the deceaseds death till the Expiration of the Cowl when the Deceased's property therein Ceased, but during all this time what has the Complainant done with those profits so arising from the said Farm, and which he hath Converted to his own use, and for securing which profits to his the Complainants Use the Agreement now under.

In short the power of these Defendants as Executors is now at an End and these Defendants are ready and even desirous to deliver up all accounts to the Heir of the Deceased, who is now arrival to the age of Twenty one years, he both sues, and is sued, in this Honourable Court, which prevents these Defendants being any longer answerable for the said Estate, to any but himself these Defendants can no longer receive on account of the said Estate, and surely Equity will not Compell these Defendants where they cannot receive, these Defendants are and always have been ready to deliver up an account of their Trust when the deceaseds Heir will call them to an account, and to him alone these Defendants are accountable, if these Defendants signed any obligation during the Heirs Minority, it was in his Right and on his behalf and he is now accountable for his Executors actions and they accountable to him.

As to the Heirs pretence made to the Complainant, that the Executors Trust is not delivered in, we answer, we desire he would call upon us, the Accounts are already for his Inspection, and only wait for his Demand, and these Defendants do again Declare they will no longer pay or receive on Account of the said Estate, nor is there any Effects left so to do in these Defendants hands, and no Executor is obliged to pay any further then the estate will extend which is the Tenour of an Executors Oath and when the Effects are gone the Executors must be acquitted in Law and Equity, if the produce of the said Estate, hath been misapplied the Executors are accountable to the Heir and him only.

AND these Defendants say as in and by their said Answer they have already said and does and will aver and maintain, all and everything and things there contained to be true and certain in such manner and form as is therein and thereby set forth alledged and expressed.

HENRY DEVEIL
Attorney for the Defendants.

INTERROGATORIES to be administred to such Witnesses as shall be produced Sworn and Examined on the part and behalf of the Complaint. in a certain Cause wherein one Tomby Chitty is Complaint and Permaul Moodelare and Ram Chundrue are Defendants.

TO ALL THE Witnesses *Imprimis* Do you know all the parties Complainant and Defendants in this Cause, or either and which of them and how long have you known them or Either and which of them Declare.

To Tomby Charpullee and Palliapah Chitty *Item.* Did Poncla Kistnoma Naigue to your knowledge stand Indebted to the Complainant any Sum or Sums of money. If yea, how arose the debt, and what methods have been taken to discharge them by Poncala Kistna's Extors. Do you know of any Agreement Bond being given by one of the Contending parties to the other (if yea) what was the purport of such Bond, and to what Intent was it given, how stands the affair of the Beetle and Tobacco Farm, and who has received the Revenues thereof since the Decease of Poncala Kistna Declare.

To all the Witnesses *Item.* Do you know or can you say any other matter or thing Material for the Complainant in this Cause (if yea) set forth the same as you know, have heard or do Believe, with such the manner of your knowledge and belief Declare.

WILLIAM DUMBLETON
Attorney for the Complainant.

MAYORS COURT AT } 'ADRASPATNAM. }

Between Tomby Chitty ... Complainant
and Permaul Moodelare and Ramah Chendrue
Defts.

DEPOSITIONS of witnesses in this Cause taken by and before the Examiner in this Court as follows.

TOMBY CHARPULLEE of Madras Conicoply to Tomby Chitty aged 42 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 22d. day of November 1744 shewn at the Office of Mr. Henry Deveil Attorney for the Deft. by Connecapa who left a note of the name Title and place of abode of the said Tomby Charpullee and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the parties Complainant and Defendant in this Cause and hath so known them 15 years or thereabouts.

2d. To the 2d. Interry this Dept. Saith That he knows Poncla Kistnamah Naigue did stand Indebted unto the Complainant on account of the Tobacco Farm for a part of the Revenues which he had received and not paid into the Common stock he further saith that Poncla Kistnama Naigues Executors in order to redress the Complainant gave him an Agreement whereby they Impowered him to receive the whole Duties of the said Farm till he had recovered the Deficiency that he knows not how the affair of the Beetle and Tobacco Farm stands neither can he say who has received the Revenues thereof or further to this or the last Interrogatory.

TOMBY CHARPULLEE.

JOSEPH GITHIN
Examr.

PALLIAPAH CHITTY of Madras Shroff aged thirty years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined deposeth as follows.

1st. To the first Interrogatory this Deponent saith that he knows the Complainant and hath so known him 20 years and the Defendant he hath also known 20 years or thereabouts.

2d. To the second Interrogatory this Deponent saith That he knows Poncla Kistnama Naigue did stand Indebted to the Complainant for part of the Duties of the Beetle and Tobacco Farm, He further saith, that he heard Poncla Kistnama's Executors gave an Agreement to the Complainant whereby they Impowered him to receive the whole Duties of the said Farm until Poncla Kistnamas debts were dis-

charged which appeared to be Six hundred and odd Pagodas, when his accounts were Ballanced after his decease, This Deponent further saith That he heard Permaul Moodelare, one of the present Defendants has received the Revenues of the said Farm since the decease of Poncla Kistnama by the Complainants and Narrain Chittys order, and more saith not to this or the last Interrogatory.

POLLIAPEN.

JOSEPH GITHIN
Exam^r.

MAYORS COURT AT
MADRASPATNAM.

TUESDAY the 26th. day of March Anno Dmo 1745. Between Tomby Chitty of Madras Merchant Compl^t. and Permoll Moodelare and Ram Chendru (Executors of the last will and Testament of Poncala Kistna deceased of the same place also Merchants Defendants.

THIS CAUSE coming on this day to be heard and debated before this Court in the presence of the Defendants and the Attorneys on both sides, on hearing the Complainants Bill with Translate of a Cadjan bond or Deed of assignment under the Defendants hands dated the 1st. August 1934 for Pags. 658. 24 f^s. thereto annext, The Defendants joint answer, the Replycation and Rejoinder also the proofs taken in this Cause on the part of the Complainant (the Deft not having produced any) read, and on Examination of the matters in this Cause, what was alledged on either side, and due Consideration had thereon, This Court doth therefore think fit to order and Decree, and doth accordingly Order and decree, that the Complainants Bill do stand dismissed out of this Court, and that each party do pay their own Costs of Suit.

℔ Cur
NOAH CASAMAJOR
Reg^r.

14TH. AUGUST 1744.

TO THE HONOURABLE THE MAYORS COURT AT MADRASPATNA.

HUMBLY COMPLAINING sheweth unto this Honourable Court your Orator John Scott of Madraspatnam Mariner, That Poncala Ravanapah also of the same place Dubash now being within the Jurisdiction of this Honourable Court, did on a certain Bond or Writing under his Hand bearing date the 6th. day of August which was in the year of our Lord 1743 borrow of your Orator the full and just sum of 75 Pagodas Current of Madras, which sum was to run at Respondentia on the Brigantine Jellesinga [*sic*] Permoll of which Joseph Hendrick Kalderman was then said to be Chief Mate (but happ'ned not to go as such the Voyage from the Port of Madras aforesaid to that of Arracan and back again at the Rate of 25 ℔ Cent, and he the said Poncala Ravenapah did thereby oblige himself his Heirs Executors &c. to pay unto your Orator or his Assigns upon the safe Arrival Brigantine Tellisinga Permoll at the aforesaid Port of Madras the above mentioned sum with the Respondentia that should be due thereon, at or before Twenty one days after the safe Arrival of the said Brigantine, and in Case of the Loss of her such an Average as by Custom should be due on the salvage as in and by the said Bond or Writing in your Orators Custody ready to be produced as this Honourable Court shall direct will appear

and your Orator further shews that the said Brigantine did perform the said Voyage and Arrive at the said Port of Madras on or about the 29 day of June last past and that your Orator hath demanded his said principal and Premium pursuant to the Tenor of the said Bond or Writing, but the said Poncala Ravanapah refuses to pay your Orator pretending that it was agreed between him and your Orator, That he your Orator should sail from Arracan aforesaid with the said Vessell on or before the 30th. of December last past for this Port of Madras, which he did not, and by which Neglect or delay he the said Poncala Ravanapah hath suffered a Considerable Loss by the Damage which the said Vessell hath Sustained But Your Orator humbly apprehends that in Equity he cannot be bound by the said Agreement nor ought he any way to be Answerable for the Consequences that attended the Breach of it seeing that he did all that was in his power towards the performing it, and that it was rendered impossible for him so to do by an After Act in the Noquedah Kyculla Vencatta Putty, who had a Superior Command over him. The agreement being founded on a Supposition, that the said Noquedah was to say at Arracan aforesaid But when your Orator acquainted him the said Noquedah that according to Agreement with the said Poncala Ravanapah he was on the said 30th. day of December at farthest to deliver the said Vessell to him to be brought to Madras, the said Noquedah refused so to do, so that your Orator having no power to Compell the delivery of the Vessell, in Vindication of himself protested against such proceedings as by a Translate of such protest hereunto annext will appear on the thirteenth * day of March at Arracan aforesaid the said Noquedah with one Changleriah another Noquedah on Board the said Vessell gave your Orator and the Second Mate a Certificate declaring that the disability in performing such Agreement or Obligation was occasioned by the King of Arracan's detaining of them, Translate whereof is also hereunto annexed by which he humbly hopes his Conduct as to the said Agreement will be Sufficiently Justified, Your Orator further Shews That according to the Priviledge allowed him at the Commencement of the said Voyage he carried an adventure consisting of peice Goods with him, which the said Kyculla Vencaty putty & Changleriah at Arracan aforesaid purchased, agreeing to give your Orator one Hundred ℔ Cent on the Invoice of them, which Sale amounted to one hundred and Fifty Pagodas Current of Madras, and which said Peice Goods the said Kyculla Vencaty putty and Changleria Sold to or trucked with the King of Arracan aforesaid, and had in return for the same a parcel of Elephants Teeth your Orator further Shews that the said Kyculla Vencatty putty having detained the said Vessell at Arracan aforesaid, till the Season render'd it much more difficult to obtain a passage than, otherwise it might have been, had the Vessel Saild from Arracan at the time fixed by agreement when Meeting with bad whether [*sic*] the said Vessel Sprung a Leak So that your Orator with Gabriel Carvalho the Second Mate or Pilot on Board of her deeming it impracticable to reach the Port of Madras agreed with the unanimous Consent of the said Noquedah's and her Crew to make the first Port they could which happened to be that of Ramapatnam to the Northward of the Port of Madras, at which Port your Orator being about to leave the said Vessel Demanded Payment of the said Kyculla Vencatty putty & Changleriah for his peice Goods so Sold them at Arracan as aforesaid, to which they replied that they had not Money to pay him, but that they would Settle the Vessel's Account with him and pay him the Ballance in Elephants Teeth (they being the produce of his own Goods) to which adjustment of Accounts your Orator Consented as by a Copy thereof hereunto annexed will appear, and, for the Ballance thereof being Pagodas One hundred and Seventy reced. 24 Teeth Weighing 497 pound which Teeth he put on board a Country Boat and arrived with them at Madras on the 24th day of June last and on the 26th day of the Same Month, the said Poncala Ravenapah Seized on, and has detain'd the same as pretending they were his property and that the Noquedah's had no Right to dispose of them. But now so it is may it please this Honourable Court your Orator is not able to obtain relief in the premisses either on Account the said Respondentia Bond or

* [*India Office Typescripts.*]

Elephant's Teeth. To the End therefore that the said Poncala Ravenapah may upon his Corporal Oath true and perfect answer make to all and Singular the Matters and things as are hereintofore Setforth as fully truely and effectually to all intents and purposes as if the same was here again repeated and Interrogated. And more particularly that he may Setforth and say Whether he did not give such Bond or Writing, at Respondentia as aforesaid and whether the said Noquedah's or either of them were not part Owner, or part owners of the said Vessell, and what Authority they had to dispose of her outward bound Cargo and purchase a returning one, and whether they had any and what discretionary Power, authority or Priviledge as Noquedah's of the said Vessel or otherwise of their Own. And that the said Poncala Ravenapah may be Decreed to pay Your Orator the said Sum of Pagodas Seventy five together with the Preemium of Twenty five ℔ Cent due thereon, and also the sum of Pag^{s}. One hundred and Seventy, for the said Elephants Teeth being the price he took them at with Interest thereon, or that he may return the very same Teeth, and that your Orator may have such further and other relief in the premisses as Shall be agreeable to Equity and good Conscience.

ROB^{T}. SLOPER,
Attorney for the Complainant.

WE UNDER named do hereby Certify and Declare, that the Brigantine call'd Pellesinga Permoll departed from the dock in the Month of December and came to an Anchor in Sight thereof where she rode on four Hawsers by the Noquedah's order untill the Salt in the Banksall was Sold, and one Evening came Ramah on Board the Brigantine and we ask'd him, when the Noquedah woud load the Brigantine & the s^{d}. Ramah answer'd, us before all the officers and Lascars of the Brigantine, that the Noquedah has kept the letter, which the Owner sent to the King of Arracan, and the said Ramah does Say that he had Sent his man before the officers and Lascars of the said Brigantine to his house to fetch the said letter and Shewd it to us in the presence of Brigantine officers and Lascars, and we ask'd Ramah how the Noquedah could hide the Letter of the King, to which the said Ramah reply'd that the Noquedah had contracted with the King to keep two People in Arracan nam'd Chinglarayah & Comrapah, and the said Chinglarayah desired to have a Woman during the time he resided in Arracan, accordingly the Noquedah bought a Wench for Thirty five Rupees by the Kings leave, and first acquainting him that Chinglarayah desired that Wench, which the King gladly Consented to, and promised to give one hundred maunds of Elephants Teeth and a Cargo to load the Brigantine with saying that although Ravonapah has not Sent him a letter accompany'd with so great a Present as was Expected, yet with all possible alacrity, the Vessel should be Loaded, so as to be dispatch'd by the beginning of January for Madras. That day the Noquedah waited on the head Chakia and told him what pass'd between him and the King, whereupon the head Chakia also took it upon him to Speak to the King in his behalf to be as Expeditious as possible, and the King assured the head Chakia so to do, if the said Noquedah would perform his promise in resigning to the King those Persons at Arracan, which performance the King would Comply with what he has already promised him and the head Chakiah assured the King upon the Noquedahs word that the two People Should Stay in Arracan, So that the King repeated his promise in giving the aforesaid Goods and dispatching the Vessell in the beginning of January to Madras, in order to bring on his Account Silver and Lead agreeable to their Engagement on their return in the Month of April, which the said Noquedah divulged and all the Brigantine's Crew heard it, Since that time the Noquedah was Seized with a fever, So that Ramah used to go and speak to the King concerning the Cargo he had promised for the Brigantine, and in this juncture diyd one Comrah and the King ask'd Ramah where are those People which the Noquedah promised to keep there, and Ramah answer'd that Comrah was deceased and there Remains Chingalrayah and the Noquedah Sick, and Ramah promised the King to bring the Noquedah's answer, and the Noquedah asked Chingalrayah, if he would stay and he said he would not; three days afterw^{ds}. the Noquedah sent to tell the King that he could not leave his people there, and that he did not want for a Cargo of the Vessel, nor what the King promised, and desired to Settle accounts with him, and the King gave the Noquedah no more audience in

the Place nor adjust'd his Accounts because he fail'd in his word, which has been the Occasion of so great a delay, & he invested some Money in precious Stones and Gold, which Ramah and his Boy discover'd by want of Money to dispatch the Vessell, when WE PROTESTED against the Noquedah that the limited time of our agreement was over, and asked him when will be our departure, his answer was that he knew not when, to which we reply'd that if we had money only to pay our men we could repair on board the Vessel and set Sail, and the Noquedah's Expressions were that, how could we Sail when he was both Noquedah and owner of the Vessells that he gave us no Wages. IN WITNESS whereof we have hereunto set our hands.

RAMAH.....*his mark.*
SYRANG ABDULL CADUR.....*his mark.*
HALLABOX GREAT FINDALT.....*his mark.*
ADAMGE SOUCAN.....*his mark.*
MANULLA.....*his mark.*
SUCAN.
LEONARDO VIEIRA.
MANSEL CARDOZO.
FRANCISCO RODRIGUES.....*his mark.*

13TH. MARCH 1743/4.

WHEREAS by a Bond to the Chief and Second Mates We are obliged to dispatch the Sloop by January last Now this is to Certifie that the King of Arracan has disenabled us to perform such our Obligation by detaining us till this present Date.

WITNESS
Obdalla Katha.
Obdalla Katha, *a Syrang.*

CHENGOLDRAIEN.
VENCATOPATHE.

JOSEPH GITHIN,
Examr.

Translated from a Cadjan said to be the Original.

The Noquedah's of Brigantine Tellesinga Permoll, Kyculla Vencatty putty & Changleria.

Dr.

To piece Goods Sold them in Arracan amounting to ... ... [Pagodas]	150	—	—
To 4 Months Batty or half pay at 8 Pags. p. Month.	32	—	—
To 3 Ditto.....at full pay...16 do. p. Month ...	48	—	—
To Servant Wages	9	—	—
To 270 Baskets of Rice Sold them at Ramnapatam @ P. 14¾ p. ⅞ Baskets	39	26	50
Pagodas ...	278	26	50

Cr.

By Cash reced.....Rs. 5 @ 3 Rups. p. Pagodas	1	24	—
By Ditto.....do. 10	3	12	—
By Ditto.....do. 10	3	12	—
By Ditto.....do. 2	—	24	—
By Ditto.....do. 3	1	—	—
By Ditto.....do. 2	—	24	—
By Ditto.....do. 47	15	24	—
By 300 Baskets of Rice reced. from the at Arracan Rs. 30	10	—	—
By Cash reced.....do. 18	6	—	—
By 1 Candy of Green Glass Lumps	35	—	—
By Cash reced. in Ramapatnam in part for the rice sold them	30	—	—
By Cash they paid Boat hire & Seagate Custom for 150 Baskets Rice	1	14	50
By 497 pound of Elephants Teeth qty. 24 reced. from them at Ramapatnam	170	—	—
Pagodas ...	278	26	50

Ramapatnam, 16th. May 1744
Errors Excepted
℔. John Scott.

25TH. SEPTEMBER 1744.

THE ANSWER of Poncala Ravanah Merchant of Madras Complainant To the Bill of Complaint of John Scott of the said place Marriner.

THE SAID Defendant Saving and reserving to himself all manner of benefit and advantage of exception to the manifold errors incertaintys and insufficientcys of the said bill contain'd for answer thereunto or to so much thereof as this Defendant is advised Materiany concern him to make answer unto, he this Defendant answereth & Saith

That as to the Respondentia Bond this Defendant admitts and allows it to be Just for all other Accounts said to be had with the Noquedah Lett him the Complainant Account with the Noquedah for them and this defendant admits to be possessed of the Elephants teeth and humbly conceives it is part of the Cargo & therfore the owners right and property, and this Defendant denys to account with the Complainant with any thing, but his respondentia for the following reasons Vizt.

First Because the Complainant has compell'd a payment of the owners cargo for a Debt not Contracted for the Owners use nor advantage.

Secondly tis plain the Complainant with the other Mate came more by design than chance into Ramnapatam by making up their Accounts at that distance Leaving the Vessell without any officer but the Syrang concealing the Ships cargo & sending it in a private manner to Madras and taking the advantage of that distance to screw the Noquedah's out of what they pleased.

Thirdly they left the Vessell without an officer when they Could as well have brought her up hither and accounted with the owner if any demand was to be made.

Fourthly The Complainant and his Brother was privey to the concealing the Letter to the King of Arracan when they ought to have discover'd it to the King for that by their own Declaration they were Shewn the Letter and told it was to be conceal'd insomuch that the Vessell by that foul Ommission was return'd back with half her Cargo.

Fifthly This Defendant humbly Conceives he is answerable only for the respondentia bonds and is to have all the Cargo Deliver'd up to him as by an award bearing date 30th of July 1744 Lately Given in to the Hon'ble Nicholas Morse Esqr. and humbly Presented for the Inspection to this honourable Court.

Sixthly and Lastly this Defendant declares solemenly, the Noquedahs had no General power but was ty'd down by that letter they so Unjustly Conceal'd nor had any title either to Buy or sell the Cargo and was only to receive it and Safely Convey it Heither so that if the Complainant has purchased any Elephants teeth they are purchased of a person who had no authority to Sell or Exchange for his Unecessary Contracts which does not Conduce to forwarding the Vessell or Cargo nor had the Noquedah's Occasion for any such Goods having an outward bound Cargo of 2990 pagodas which was sufficient to supply the Vessell with any thing usefull Besides the Complainant in Breatch of his Contract. Under hand did remain three Months after the time limitted by his obligation ready to be produced as this honourable [Court] shall Direct and by which Breatch of Contract the Complaint. cannot in conscience demand Wages for such Disobedience and therefore this Defendant humbly Conceives he is not answerable for such.

All such matters and things this Defendant is ready to aver maintain and prove as this honble Court shall Direct and humbly prays to Be hence Dismissed with his reasonable Cost in this behalf most wrong-fully Sustained.

HENRY DEVEIL,
Attorney for the Defendant.

REPLICATION & REJOYNDER. } GENERAL.

INTERROGATORIES to be administred to such Witnesses as shall be produced Sworn and Examin'd on the part and behalf of the Complainant in a Certain Cause wherein John Scott is Complainant & Poncala Ravenapah is Defendant.

1st. To ALL THE WITNESSES, Do you know the parties Complainant and Defendant or either and which of them and how long have you known them Declare.

2d. To CICULLA VANCATY PUTTY & CHANGLERIAH, Do you Remember to have been at any time, and when a Voyage at Sea in any, and what Vessel with the Complainant what Station or officer was the Complainant in, and what was your's, where was such Voyage prosecuted from and to who had the Command of that Vessel, was you or was you not an owner in the Vessell if you was, what, Interest had you therein, Do you know the Paper writing Marked A and the Cadjans marked C & D now produced at this your time of Examination what do the Same Severally purport to be was there any Compulsion used in obtaining of them Cadjans or were they given by free consent; Had the Complainant or had he not in his Custody or Power any Letter from the Defendant to the King of Arracan, that you know of or believe, or did he ever to your knowledge or beleif do any thing unworthy of his office during the Voyage, Did you or did you not purchase any Goods of the Complainant on your own Bottom, or in conjunction with any other person, and whom, and to what amount, Did you sell such Goods, how was the produce thereof apply'd and how did you make your Accounts up with the Person you bought the same off, Did you, or did you not on Buying of such Goods give to the Seller any and what Note Bond or other Security, for the Payment of the purchase Money, if so had you the same ever Delivered up to you on any, when, and what consideration Declare.

3rd. To Manoel Cardozo & RAMAH, Were you at any time and on what Vessel, a Voyage at Sea with the Complainant, what employ had you in that Vessell, who had the Command of her, was you present at the adjustment of any Accounts between the Complainant and her Commander, if so how the same was adjusted Declare.

4th. To ABDUL CAUDER LENARDO VIARA MANOEL CARDOZO & RAMAH, Do you know the paper Writing marked B now produced and shewn to you, if so, what does the same purport to be, have you signed the same, who else besides your self signed thereto with their additions Declare.

5th. To RAMAH, Do you know the Cadjan now produced to you Marked C, how do you know the same, and what does it purport to be Declare.

6th. To ABDUL CAUDER, Do you know the Cadjan Marked D now produced unto you at this your Examination, how do you know the same, and what does it purport to be, who else besides yourself has signed the same was the same given by a General Consent, or only by a few of the Vessels Company Declare.

7th. To ALL THE WITNESSES, Do you know any other matter or thing Material for the Complt., in this Cause if so, the same according to the best of your knowledge remembrance and beleif Declare.

ROBT. SLOPER,
Attorney for the Complt.

MAYORS COURT AT MADRASPATNAM.

Between John Scott.....Complainant.
and
Poncala Ravenapah.....Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

CICULLA VENCATY PUTTY of Madras late Noquedah of Ship Tellesingar Aged 45 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 7th. day of February 1744/5 Shewn at the office of Mr. Henry Deveil attorney for the Defendant by Connecapa who left a Note of the Name Title and place of abode of the said Ciculla Vencatyputty and afterwards on the Same day being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent Saith That he hath known the Complainant 2 years and the Defendant 20 years or thereabouts.

2d. To the Second Interrogatory this Deponent saith That he was a voyage at Sea about two years ago in the Ship named Tellesingar Permaul with the Complainant who was Second Mate of the said Ship and this Deponent was Chief Noquedah, That the Voyage was prosecuted from this Port to that of Arracan, and that this Deponent and one Chengoldraiah had the Command of the Vessel wherein this Deponent was three eights concerned. He further Saith, that he knows the paper writing Marked A as also the Cadjans Marked C. & D. shewn him now at this the time of his Examination that the paper Writing Marked A is a Pass or Licence for this Deponent and People to Navigate and trade with the said Vessel in India, That the Cadjan Marked C is a Certificate given by this Deponent and said Chengoldraiah to the Mates as a justification to them for the Ship's not Sailing in January it being detained till March by the King of Arracan, and that the Cadjan Marked D is an order given by this Deponent and the said Chengoldraiah to the Mates to carry the Ship to Metchlepatam being hindred by a Storm from bringng. the Vessel to this Port That no Compulsion was used in obtaining these Cadjans they being given by the free consent of this Deponent, and the said Changoldraiah He also Saith, that he knows not of any Letter the Complainant had from the Defendant to the King of Arracan, neither did the Complainant to this Deponent's knowledge do anything unworthy of his office during the Voyage. This Deponent further Saith That he and the said Chengoldraiah did purchase Goods of the Complainant and Gabriel Carvalho the Chief Mate, on either own and the Defendant's account and gave a Bond as Security for the payment of the Sum of Three hundred and Forty Pags. the amot. of ye. value of the Goods That they Bartered the said Goods for Elephants's Teeth with which they made up their accounts with the Mates who on the receipt thereof delivered up their Bond as above and more Saith not to this Interrogatory.

To the last Interrogatory this Deponent saith That on the Arrival of the Vessel at this port the Defendant seized on the Elephants Teeth belonging to the Mates whereon Arbitrators were appointed to decide the affair which they determined in favour of the Defendant and more Saith not.

The Mark of CICULLA VENCATAPUTTYE.

JOSEPH GITHIN,
Examr.

CHENGOLDRAIAH of Madras Conicoply aged 27 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent Saith that he hath known the Complainant 2 years and the Defendant 20 years or thereabouts.

2d. To the Second Interrogatory this Deponent saith, That he was a Voyage at Sea about a year and an half ago in the Ship Named Tellesingar Permaul with the Complainant, who was Second Mate of the said Ship, and this Deponent was Second Noquedah That the Voyage was prosecuted from this port to that of Arracan, and that this Deponent and one Ciculla Vencatyputty had the Command of the Vessel wherein this Deponent was one Eighth concerned, He further Saith that he knows the paper writing Marked A as also the Cadjans Marked C & D Shewn him now at this the time of his Examination That the paper Writing marked A is a Pass or Licence for the said Ciculla Vencataputty and people to Navigate and trade with the said Vessel in India, That the Cadjan Marked C is a Certificate given by the said Ciculla Vencataputty and this Deponent to the Mates as a justification to them for the Ships not Sealing in January it being detained till March by the King of Arracan and that the Cadjan Marked D contains an Order which the said Ciculla Vencata putty and this Deponent gave the Mates to carry the Ship to Metchlepatam being hindred by a Storm from bringing the Vessel to this Port, That no Compulsions was used in obtaining of these Cadjans they being given by the free consent of the said Ciculla Vencataputty and this Deponent He also saith that he knows not

of any Letter the Complainant had from the Defendant to the King of Arracan neither did the Complainant to this Deponent's knowledge do any thing unworthy of his office during the Voyage, This Deponent further Saith that the said Ciculla Vencataputty and this Deponent did purchase Goods of the Complainant & Gabriel Carvalho the Chief Mate, on their own and the Defendant's Account to the amount of Three hundred and Forty Pagodas and gave a Bond as Security for the payment thereof That they Bartered the said Goods for Elephants's Teeth with which they made up their Accounts with the Mates allowing the Teeth at an hundred and Seventy Pagodas p. Candy That the Mates on the receipt thereof delivered up their Bond and more Saith not to this or the last Interrogatory.

CHENGOLDRAIAH.

JOSEPH GITHIN,
Exam^r.

MANOEL CARDOZO of Madras Mariner aged 38 years or thereabout being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith That he hath known the Complt. one year and the Defendant 25 years or thereabouts.

3d. To the third Interrogatory this Deponent Saith, That he was a Voyage at Sea with the Complainant on the Ship named Tellesingar Permaul but had no Employ therein That he was a Passanger on board and that Ciculla Vencatyputty had the Command of the Vessel he further Saith, That he was present at an agreement made between the said Ciculla Vencataputty and the Mates Viz^t. the Complainant & Gabriel Carvalho which was as follows, The said Ciculla Vencataputty agreed to take the Mates's Goods and to pay them an hundred p. Cent on their Invoice on the Arrival of the Ship at this port, but cannot further say in regard to any other adjustment of accounts between them. To the fourth Interrogatory this Deponent Saith that he knows the paper writing now Shewn him at this his Examination Marked B That it is a Protest drawn by the Mates against the Commander of the Vessell and is signed by this Deponent as also by Lenardu Viara, Ramah, Abdul Cauder Syrang, Allova Koss Head Tindall, Adam Gee, Mannoola and Francisco Rodrigo and more saith not to these or the last Interrogatory.

MANOEL CARDOZO.

JOSEPH GITHIN,
Exam^r.

RAMAH OF ARRACAN Merchant aged 35 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent Saith That he knows the parties Complainant and Defendant and hath so known them 2 years or thereabouts.

3d. To the third Interrogatory this Deponent Saith, That he was a Voyage at Sea with the Complainant on the Ship named Tellesingar Permaul That he was a Freighter on board and that Ciculla Vencataputty had the Command of the Vessel. He further saith that he was present at the adjustment of accounts between the Complainant & the said Ciculla Vancataputty which was adjusted as follows, The said Ciculla Vancataputty returned the Complainant Elephants's Teeth to the Amount of the Sum Agreed on between them for the Goods he had purchased of the Complainant. To the fourth Interrogatory this Deponent Saith that he knows the paper Writing Marked B now produced and Shewn him That it is a protest drawn by the Mates against the Commander of the Vessell and is signed by this Deponent and others whose Names he cannot recollect neither can be read them being not acquainted with the Language they are wrote in. To the fifth Interrogatory this Deponent saith. That on hearing the Cadjan Marked C he remembers to have heard that a Cadjan to that purport was given the Mates to justifie them for the Ships being detained—and more Saith not to these or the last Interrogatory.

RAMAH.

JOSEPH GITHIN,
Exam^r.

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LENARDU VIARA of Madras Marriner aged 30 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent Saith That he hath known the Complaint. 10 years and the Defendant one year or thereabouts.

4th. To the fourth Interrogatory this Deponent Saith, That he knows the paper writing Marked B now produced and Shewn him, That it is a protest against the Commander of the Vessel drawn by the Mates and signed by this Deponent as also by Mannoel Cardozo, Ramah, Abdul Cauder Syrang, Allova Koss Head Tindall, Adam Gee Mannoola and Francisco Rodrigo and more Saith not to this or the last Interrogatory.

LEONARDO VIERA.

JOSEPH GITHIN,
Examr.

MAYORS COURT AT MADRASPATNAM.

TUESDAY the 2d. day of April anno Domini 1745 Between John Scott of Madraspatnam Mariner Complainant and Pencala Ravenapah of the Same place Dubash Defendant.

THIS CAUSE coming on this day to be heard and debated before this Court in the presence of the parties and their attorneys on both sides, On hearing the Complainants Bill & Translates of a protest and of a Certificate and an Account Current
Ps. 263-27 f. thereto annext, The Defendants Answer, the Replication and Rejoynder; also the proofs taken in this Cause on the part of the Complt. the Defendant not having produced any/Read. and on Examination of the Matters in this Cause, what was alledged on either side and due consideration had Thereon, This Court doth therefore think fit to order and Decree and doth accordingly order and Decree, That the Defendant do pay unto the Complainant the full and just Sums of ninety three Pagodas twenty Seven fanams, being the Principal Money & Preemium thereon of the Respondentia bond for which the plaintiff sues, and also the further Sum of one hundred and Seventy pagodas being the amount of the Elephants Teeth taken by the Defendant from the Complainant, making together the Sum of Two hundred Sixty three Pagodas twenty Seven fanams Current of Madras, together with Such interest from the 26th. June 1744 after the rate of eight p. Cent p. annum as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit.

p. Cur.
NOAH CASAMAIJOR,
Regr.

14TH. AUGUST 1744.

TO THE HONOURABLE THE MAYORS
COURT AT MADRASPATNAM.

HUMBLY COMPLAINING Sheweth unto this honourable Court your Orator Gabriel Carvalho of Madraspatnam Mariner, That he having shipped as a Pilot on the 30th day of August 1743 on board the Brigatine Tellesinga Permoll by Poncala Ravenapah also of this place Dubash, on a voyage from this Port to that of Arracan and back again to this of Madras, at which Port Kyculla Vencaty putty and Changleriah Noquedah's of the said Vessel Purchased of your Orator his Priviledge or adventure Consisting of peice Goods to the value of Pagodas 125. 11. 28 the first Cost as will appear by an Account particulars hereunto annexed, for which the said Noquedah's was by Agreement to pay Your Orator an advance of one hundred p. Cent so that the Sale thereof amounted to Pagodas Two hundred & fifty, Twenty two fanams & fifty six Cash which said peice Goods the said Kyculla Vencatty putty and Changleriah Sold to or Trucked with the King of Arracan and received Elephants Teeth in return for the Same, and your Orator further Shews That when they had been Ten days at Sea or there abouts on their return from Arracan aforesaid He demanded of the Noquedah's how he should be paid for his said Goods, when the said Noquedah's delivered him one Candy of the said Teeth, whereon he put his own

Mark, and also Two Garse of Rice, with this Agreement in writing that if the said Teeth and Rice should sell for more than was due to pay the said Noquedah's the Surplus, and if they should fall short then the said Noquedah's were to make the deficiency good. And your Orator further Shews That they could not with Safety reach the Port of Madras as was intended, but were obliged through the leakiness of the said Vessel to put into that of Ramapatnam where the said Rice was Sold and your Orator received the Sum of Pagodas 117. 25. 16 on account of the Same as by the account Current adjusted between them and hereunto annexed will appear, and for the Ballance thereof Pagodas 170 Your Orator took the said Candy of Elephants Teeth and delivered up the said Agreement to the said Noquedah's which said Teeth he put on board of a Country Boat and arrived with them at Madras on the 24th day of June last and on the 26th day of the same, the said Poncala Ravenapah Seized on and has detained the same as pretending they were his property and that the said Noquedah's had no right to dispose of them. But now so it is may it please this honourable Court your Orator is not able to obtain any relief in the premisses To the End therefore that the said Poncala Ravenapah may upon his Corporal Oath true and perfect answer make to all and singular such Matters and things as are herein before setforth as fully truely and effectually to all intents and purposes as if the same were here again repeated and Interrogated. and more particularly That he may set forth and say whether he did not take, Seize and keep the said Teeth in Manner and form aforesaid or in what other manner, and why and by what Authority he did so as also whether the said Noquedah's or either of them were not part owner or part owners of the said Vessel and what authority they had to dispose of her outward bound Cargo and Buy a returning one, and whether they had any, and what discretionary Power, authority or priviledge as Noquedah's or otherwise of their own, and that the said Poncala Ravenapah may be Decreed to pay your Orator the said Sum of Pagodas one hundred and Seventy being the price they Cost him with Interest thereon, or that he may have Such further and other releif in the premisses as Shall be agreeable to Equity & good Conscience.

ROB^{T}. SLOPER,
Attorney for the Complain^{t}.

ACCOUNT Sale of Sundry Goods at Arracan to Kyculla Vencaty putty & Changleriah Noquedah's of Brigantine Tellesinga Permoll at one hundred p. Cent advance, The first Cost Viz^{t}.

2 Corge Red Paper	P.	6	—	—
2 Do. Do. finer	...	7	22	40
20 Bundles of Gold leaves	...	18	27	—
1 Tub of Sneakers of 3 Sorts Containing 2000	...	16	—	—
1 Do. Do. 2100	...	16	8	8
3 Bundles of Coral Containing 40 Strings ...	...	31	31	60
4 Corge of Do. 80 Do. ...	...	15	—	—
1 Candy of Sapan Wood	...	11	—	—
2 Empty Tubs	...	2	—	—
Rattans for Do.	...	—	13	—
Cooley hire &^{a}. Charges	...	—	26	—
		125	11	28 [*sic*]
advance one hundred p. Cent	...	125	11	28
Pagodas	...	250	22	56

G. CARVALHO.

Dr.

Kyculla Vencattyputty & Changleriah.

Cr.

1743								
Sepr.	23	To Sundrys Goods to the amounting ...	P.	250	22	56		
	,,	To 110 Baskets of Rice Rs. 10 @ 3 p. Pagodas.		3	12	—		
	,,	To 4 Months Batty or half pay ...	20	—	—			
	,,	To 3 Months full pay	30	—	—	50	—	—
	,,	To my Priviledge 300 Baskets of Rice Sold them at Ramapatnam				40	—	—
	,,	To a flask arrack				—	12	—
		Pagodas ...				344	7	56 [*sic*]

			Rs.					
1744								
March	10	By Cash received 5 is Pagodas				1	26	—
	25	By Cash Do. 35				11	24	—
	,,	By Cash Do. 10				3	12	—
	,,	By Cash for Rice Sold them at Ramapatnam.				40	—	—
	,,	By Cash reced.				117	25	16
	,,	By 1 Candy Elephant Teeth				170	—	—
		Pagodas ...				344	7	16 [*sic*]

May 25th. 1744, Ramnapatnam
Errors Excepted
P. G. Carvalho.

25TH SEPTEMBER 1744.

THE ANSWER of Poncola Ravenapah of Madras Merchant, Defendant to the Bill of Complaint of Gabriel Carvalho, of the said place Marriner Complainant.

THIS DEFENDANT Saving and reserving to himself, all and all manner of exception, to the many errors, Incertaintys, and Insufficiencys, and untruths, in the Complainants bill contain'd for answer thereunto or to so much therof as this Defendant is advised materialy concern him to Make answer unto, he this Defendant answereth and Saith.

That this Defendant doth humbly conceive he is in no wise answerable for the Complainants present demand, for that the Complainant with the other Mate hath conniv'd at this Defendants ruin, by entering into a collusion with eatch other, to defrau'd this Defendt. of his Cargo, in the following Manner.

The Complainant in his Bill pretends /or perhaps realy did/sell the Noquedah's the Several Goods amounting to 250 Pagodas, and tis very possible the ballance remaining due betwixt the Complainant and the Noquedahs, may be or have been 170 Pagodas. But this Defendant humbly Conceives, that the Complainants private contracts and concerns does not in the least Effect the owner, tis very plain the debt was not contracted for the Ships use, and if not tis very hard, it should be paid out of the Ships Cargo, which never benefited therby, and it will be very hard on this Defendant to be answerable, for all the private transactions of the Noquedah, because they are intrusted with a Ship's Cargo, let the Complaint. Make it appear. that the Selling his adventure to the Noquedahs, was of any advantage to the Owners, or that the Owners did propose in any Shape to bring the profits of such adventure to the owners credit, this Defendant humbly conceives the Owners are answerable in equity for no more than what is apply'd to the Immediate use of the Vessel, and for her support and forwarding.

With what view could the Complainant sell the Noquedahs the adventure at 100 p. Cent, or what prospect of advantage could there be Intended to the owners; when the Complainant found he had contracted a desperate debt with a man of Bad principals, he to save himself trys to saddle the debt upon the owners, by Stopping part of the Cargo, for a Debt not known by the owners, not contracted by the Owners, nor converted to the owners use.

The Elephants teeth the Complainant pretends to be his property, is allmost all the returns this Defendant hath received Principal	2,300	—	—
Pagodas Preemium at 25 p. Cent is	575	—	—
Interest for this 6 Months 8 p. Cent is	115	—	—
So that her out set may be said to be Pagodas ...	2,990	—	—

If the Complainants demand was Just, and the Owners ought to pay it, why did the Complainant Extort a payment at Sea, why was not this demand made upon the owners in a fair account at the arrival of the Vessel, as all accounts are then adjusted, and why did the Complainant with the Noquedahs carry the Vessel to Ramapatnam under pretence of bad Weather, when at the Same time arrived here other Ships from the Same port in very good Condition, but Suppose even what the Complainant pretends to be true, that the vessel was drove thaither, that can be no reason for the Complainant to take out her Cargo when she was there, to sell her rice and Ship the Elephants teeth on board a private boat, sent to Madras, had the Complainant thought he had dealt honestly why could they not as well have brought the vessel and cargo here, as bring the vessel empty here which the Complainant found a way to Do, notwithstanding all bad Weather, after he had Got the rice sold which the Naquedah's themselves had no athority for doing, for the Naquadah's had only a power to Act, by Directions of the King of Arrackan, to whom this Defendant Sent a letter of advice, which was also unjustly conceal'd,

and not deliver'd to the King, through which means the vessel was detain'd long beyound her time, and brought very Little back, to this Defendants utter ruin, all which the Defendant is a Great Sufferer by, and all which proceedings the Complainant was acquainted with, and yett notwithstanding the Naquedah's had no power to act of themselves, Notwithstanding they had conceal'd the letter to the King of Arracan, notwithstanding the said Naquedahs were plainly acting to the utter ruin of the Owner, and against all Instructions, notwithstanding the said Teeth was the produce of a large outsett, and the Owners property, yett the Complainant did nevertheless Possess himself of a quantity of rice & teeth which the Naquadah's had no authority to sell, and therefore the Complainant could have no good title to purchase, and more Especialy being at the same time in the Complainants Service and pay and ought if any thing to have prevented as much as in his power lay, all such unjust dealings.

Upon the whole this Defendant absolutly denys he is indebted one Cash to the Complainant but that he is indebted to the Ship or his owner Pagodas 81. 1. 16 as by the account annext to this Defendants answer will more fully appear and that this demand may be clearly made out, this Defendant has Marked the Several articles in the Complainants account, with the letter A which this Defendant object to as unjust and not in the last reguarding the Owners of the Vessel, but is a private account Contracted between the Complainant and the Naquedahs and which was in no wise converted to the owners use, neither by Defraying of the Vessels Charges, nor by any Exchange for a Cargo as falsely pretended, for why should the Naquedahs purchase of the Complainant 125 Pagodas of Goods, at the Extravagant rate of 100 p. Cent when the principal of the outward bound Cargo was 2300 pagodas and why was not that more Sufficient to Exchange for Elephants Teeth, or if as the Complainant pretends the produce of his small adventure purchased the Elephants Teeth, what became of the whole Cargo, and this Defendant absolutly denyes to be any ways Lyable for the Complaints account Sales of his adventure to the Naquedah's unless this Defendant had been told, and had Consented to such purchase which never would have come to pass, so that the articles Marked with the letter A in the account annext this Defendant objects to as unjust, and to be accounted for only by the Naquadahs to who'se use the produce was converted.

As to the Articles Marked with the letter B, they are acknowledged by the Complainant in his own Account and therefore this Defendant debts him for the same being all either Money or Goods taken up of the Ship, the Ships Cargo deliver'd by the King of Arracan and undoubtedly the owners right & property.

As to the Elephants teeth they are not Charged for in this Defendants Account, because they are admitted to be Stopt, and in this Defendants Custody as being part of the owners Cargo, Clandestinly Shifted out of the owners Vessel, with an Intent to Land the same at Madras under another name.

And to Answer the Complainants Questions the Naquedahs are in no wise nor part owners of the said Vessel, nor was to have pay any benefit more then part of the proffits which should arise from the proffits of the Voyage, their power was limitted by the letter they conceal'd and which the now Complainant ought to have discovered to the King of Arracan. and This Defendant Lastly saith that he is ready and willing to pay all the Respondentia taken up at the outsett of the Vessel and received into his custody the cargo brought back as by an award of arbitration Lately Given into the Honourable Nicholas Morse Esq^{r}. Bearing date 30th July 1744 and which is humbly offered to the Inspection of this honourable Court to be made such use of, as to this Honourable Court shall seem Meet, and this Defendant humbly prays, that if this Defendants account shall be deem'd Just, that then this Defendant may obtain a Decree of this honourable Court for Pagodas 81. 1 fanam without any cross bill being filed for that purpose, for that besides the said 81 pagodas this Defendant hath Just cause of Complaint ag^{t}. the Complainant for all the lost and charges sustain'd by the Vessels Delay after the Complainant had Given it under his hand to Dispatch her in December 1743 whereas she did not

break Ground tile 13th of March 1743/4 to this Defendants Great Loss and for which breach of Contract the Complainant is in equity answerable for such Extra-ordinary Wages, should the Complainant Urge the Naquedahs Superior power that pretence would be Groundless for the Naquedah's were equaly bound to the Mates for the same performance by another obligation they signed which impower'd the Complainant to act without Danger but so far from Effecting what they had they never made any attempts to bring the Vessel away.

All which Matters and things this Defendant is ready to aver maintain and prove as this honble Court shall Direct and humbly prays to Be hence dismissed with his reasonable Cost in this behalf most wrongfully Sustain'd.

HENRY DEVEIL,
Attorney for the Defendant.

Gabriel Carvalho in Acco^{t}. with the Owner of the Brigantine Tellesinga Parmall.

Dr.					Cr.			
1744 March					1743 Sepr.				
10	To Cash received as p. the account of the Naquedah		1	24 —	23	By yr. privilage 40 Basketts of rice	40	— —
25	To Do. as p. your account annext to the Bill...		11	24 —		By 110 Basketts of rice	3	12 —
,,	To Do. p. ... Do.		3	12 —		By 4 Months batta or half pay ... 20 — —		
	To Do. the produce of the owners rice acknowledged		40	— —		By 3 Months full ... ... 30 — —		
,,	To Do. produce of the owners rice		117	25 16			50	— —
							93	12 —
						By Ballance Due to the owners	81	1 16
	Pagodas . .		174	13 16		Pagodas ...	174	13 16

Fort St. George, Sept^{r}. 15th 1744
Errors Excepted
℔ Poncala Ravanapah.

A Copy of the Complainants Account objected to and Marked with the Letters A B.
Kyculla Vencattypputty & Changleriah.

1744 Sepr.	Dr.				1744 March				
23 A	To Sundry Goods to the amount of ... P.		250	22 56	10 B	By Cash received	1	24 —
	To 110 Basketts of rice p. pagodas ...		3	12 —	25 B	By Do. ... Do.	11	24 —
	To 4 months batta or half pay ... ... 20 — —				B	By Do.	3	12 —
	To 3 months full pay ... 30 — —				B	By Cash for Rice sold at Ramapatam ...	40	— —
			50	— —	B	By Cash received	117	25 16
	To your privilage of rice 300 baskets sold at		40	— —		By 1 Candy Elephants Teeth	170	— —
A	To a flask of Arrack		—	12 —				
	Pagodas ...		344	7 50 [*sic*]		Pagodas ...	344	7 50 [*sic*]

May 25th, Ramnapatam
Errors Excepted
℔ G. Carvalho.

TRANSLATE of an award given by the Subscribing Arbitrators namely Myla Comrapah, Peria Woodandy Rami Chitty and Paum Venkataputty in a Cause between Paukala Ramanapa & Kycola Venkata putty & Chengalroya Dated the 30th July 1744.

TO THE HONOURABLE NICHOLAS MORSE ESQR.
PRESIDENT AND GOVERNOUR OF FORT ST. GEORGE.

WHEREAS Paukala Ramnapa had a Dispute with Kycola Venkataputty and Chengalroyah concerning Certain dealings and at last both parties agreed by signing a Penalty bond before your honour, to have it Decided by us, We therefore, upon application made to us, Examined the Circumstances of their Dispute & the accounts depending between them, whereby it appeared that the said Kycola Venkataputty & Changleroiah did not deliver the Letter which was given them by Ramanapa for the King of Arakan but concealed the same, besides which the accounts which they produced were Evidently wrote in Different Manner, upon these considerations we award that Ramnapah shall take all the Rice, Elephants Teeth & other Commodities that were imported by the Ship, into his Possession and pay the Several Creditors, who lent moneys at Respondentia on her their respective Demands of Principal & Respondentia and that whatever Ballance shall remain, when the payment is made as above, it is to be made good to the said Ramanapa by the said Kycola Venkataputty and Chengalroya according to Ramanapas own account and as the Sum Borrowed of the Pilot and Maul Bandary, was taken up without Ramnapahs Directions, we do therefore think fit to award that the said Kycola Venkataputty and Chengalroya shall discharge the said Debt themselves Thus we make this award jointly Witness our hands.

MYLA COMARAPAH.
PERIAH WOODANDY.
RAMAH.
PAUM VENKATAPUTTY.

Drawn by Periah Woodandy.

19 AUGUST 1743, MADRASPATNAM.

WE CHIEF and Second Mates of a Sloop called Tellesinga do give this Agreement to Poncla Ravenapah Naigue That is to say provided we do not dispatch the Sloop by the thirtieth of December next we were are hereby obliged to pay what Penalty he shall lay on us.

G. CARVALHO.
JS. SCOTT.

WITNESS.
Tellesingar.
Polleva Kistna Chitty
drawn by Chengoldraiah.
Translated from a Cadjan said to be the Original.

JOSEPH GITHIN,
Examr.

REPLICATION & REJOINDER. } GENERAL

INTERROGATORIES to be administred to such Witnesses as shall be produced Sworn & examined on the part and behalf of the Complainant in a certain cause wherein Gabriel Carvalho is Complainant and Poncala Ravenapah is Defendant.

1st. TO ALL THE WITNESSES, Do you know the parties Complainant and Defendant or either & which of them & how long have you known them or either of them Declare.

2d. To CICULLA VANCATYPUTTY & CHANGLERIAH, Do you remember to have been at any time, & when a Voyage at Sea in any and what Vessel with the Complainant, what Station or office was the Complainant in, and what was your's where was such Voyage prosecuted from & to who had the Command of that Vessel, was you or was you not an Owner in the Vessel, if you was what Interest had you therein, Do you know the Paper Writing Marked A and the Cadjans Marked C & D now produced to you at this your time of Examination what do the same severally purport to be, was there any Compulsion used in obtaining them Cadjans or were they given by free consent, had the Complainant or had he not in his custody or power any Letter from the Defendant to the King of Arracan, that you know of or believe; or did he ever to your knowledge or beleife do anything unworthy of his office during the Voyage, Did you or did you not purchase any Goods of the Complainant on your own Bottom, or in Conjunction with any other person, & whom, and to what amount, Did you sell such Goods, how was the produce thereof apply'd and how did you make your Accounts up with the Person you bought the same off. Did you or did you not on buying of such Goods give the Seller any and what Note Bond or other Security for the Payment of the purchase Money, if so had you the same ever delivered up to you on any, when, and what Consideration DECLARE.

3d. To MANOEL CARDOZO & RAMAH, Were you at any time and on what Vessel a Voyage at Sea with the Complainant what employ had you in that Vessel, who had the Command of her, was you present at the adjustment of any Accounts between the Complaint. and her Commander, if so, how the Same was adjusted Declare.

4th. To ABDUL CAUDER, LENARDU VIARA, MANOEL CARDOZO & RAMAH, Do you know the Paper Writing Marked B now produced and shewn to you, if so what does the same purport to be, have you signed the same, who else besides yourself signed thereto with their additions Declare.

5th. To RAMAH, Do you know the Cadjan now produced to you Marked C, how do you know the same, and what does it purport to be Declare.

6th. To ABDUL CAUDER, Do you know the Cadjan Marked D now produced unto you at this your Examination how do you know the same, and what does it purport to be, who else besides yourself has signed the same, was the same given by a General consent or only by a few of the Vessels Company Declare.

7th. To ALL, THE WITNESSES, Do you know any other matter or thing material for the Complainant in this Cause, if so, the same according to the best of your knowledge, remembrance and belief Declare.

ROBT. SLOPER.
Attorney for the Complt.

MAYORS COURT AT
MADRASPATNAM.

Between Gabriel Carvalho Complainant
and
Poncla Ravenapah Defendant.

DEPOSITIONS of Witnesses in this Cause taken by and before the Examiner in this Court as follows.

CICULLA VENCATY PUTTY of Madras late Noquedah of Ship Tellesingar aged 45 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant was on the 7th day of February 1744/5 Shewn at the office of Mr. Henry Deveil attorney for the Defendant by Connecapa who left a Note of the Name Title and place of abode of the said Ciculla Vencaty Putty and afterwards on the Same day being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent Saith That he hath known the Complt. 2 years and the Defendant 20 years or thereabouts.

2d. To the second Interrogatory this Deponent Saith That he was a Voyage at Sea about two years ago in the Ship nam'd Tellesingar Permaul with the Complainant who was Chief Mate of the said Ship and this Deponent was Chief

Noquedah That the Voyage was prosecuted from this Port to Arracan and that this Deponent and one Chengoldraiah had the Command of the Vessel wherein this Deponent was three Eights concerned He further Saith that he knows the paper Writing Marked A as also the Cadjans Marked C & D now produced and Shewn him That the paper Writing Marked A is a Pass or Licence for this Deponent and People to Navigate and Trade with the said Vessel in India, That the Cadjan Marked C is a Certificate given by this Deponent and the said Chengoldraiah to the Mates as their justication for the Ship's not Sailing in January it being detained till March by the King of Arracan & that the Cadjan Marked D contains an order given by them to the Mates to carry the Ship to Metchlepatam being hindred by a Storm from bringing the Vessel to this Port That no compulsion was used in obtaining of these Cadjans they being Given by the free consent of this Deponent & the said Changoldraiah He also Saith that he knows not of any Letter the Complainant had from the Defendant to the King of Arracan neither did the Complainant to this Deponents knowledge to any thing unworthy of his office during the Voyage This Deponent further Saith that he & the said Chengoldraiah did purchase Goods of the Complainant and John Scott the Second Mate, on their own and the Defendants Accounts to the amount of Three hundred and Forty Pag^{s}. for the payment of which Sum they gave a Bond, That they Bartered the said Goods for Elephants Teeth with which they made up their Accounts with the Mates who on the receipt thereof delivered up their Bond as above and more Saith not to this Interrogatory.

To the last Interrogatory this Deponent saith That on the arrival of the Vessel at this Port the Defendant seized on the Elephants's Teeth belonging to the Mates whereon Arbitrators were appointed to decide the affair which they Determined in favour of the Defendant and more Saith not.

The mark of CICULLA VENCATAPUTTY.

JOSEPH GITHIN,
Exam^{r}.

CHENGOLDRAIAH of Madras Conicoply aged 27 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows:

1st. To the first Interrogatory this Deponent Saith That he hath known the Complainant 2 years and the Defendant 20 years or thereabouts.

2^{d}. To the second Interrogatory this Deponent Saith That he was a Voyage at Sea about a year and an half ago in the Ship named Tellesingar Permaul with the Complainant who was Chief Mate of the said Ship and this Deponent was Second Noquedah That the Voyage was prosecuted from this Port to Arracan and that Ciculla Vencataputty and this Deponent had the Command of the Vessel wherein this Deponent was one Eighth concerned He further Saith That he knows the paper Writing Marked A as also the Cadjans Marked C & D now produced and shewn him, That the paper Writing Marked A is a Pass or Licence for the said Ciculla Vencataputty and People to Navigate and trade with the said Vessel in India, That the Cadjan Mark C is a Certificate given by the said Ciculla Vencataputty and this Deponent to the Mates as their justification for the Ship's not sailing in January it being detained till March by the King of Arracan, and that the Cadjan Marked D contains an order which the said Ciculla Vancataputty and this Deponent gave the Mates to Navigate the Vessel to Metchlepatam being hindred by a storm from bringing her to this port, That no compulsion was used in obtaining of these Cadjans they being given by the free consent of the said Ciculla Vencataputty and this Deponent That he knows not of any Letter the Complainant had from the Defendant to the King of Arracan, nor did the Complainant to this Deponent's knowledge do any thing unworthy of his office during the Voyage, This Deponent further saith, That the said Ciculla Vencataputty and this Deponent, did purchase Goods of the Complainant and John Scott the Second Mate on their own and the Defendant's Account to the amount of Three hundred and Forty Pagodas, for the payment of which they gave a Bond, That they Bartered the

said Goods for Elephants's Teeth with which they made up their accounts with the Mates allowing the Teeth at an hundred and Seventy Pagodas p. Candy That the Mates on the receipt thereof delivered up their Bond aforesaid, and more Saith not to this or the last Interrogatory.

CHENGOLDRAIAH.

JOSEPH GITHIN,
Examr.

MANOEL CARDOZO of Madras Marriner Aged 38 years or thereabouts being produced as a Witness in this Cause on the part of the complainant & afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent Saith, That he hath known the Complainant 20 years, and the Defendant he hath also known 20 years or thereabouts.

3d. To the third Interrogatory this Deponent saith, That he was a Voyage at Sea with the Complainant on the Ship Named Tellesingar Permaul but had no Employ therein That he was a Passanger on board, and that Ciculla Vencaty putty had the Command of the Vessel he further Saith, That he was present at an agreement made between the said Ciculla Vancatyputty and the Mates Vizt. the Complainant and John Scott which was as follows, The said Ciculla Vencataputty agreed to take the Mates Goods and to pay them an hundred p. Cent on their Invoice on the Arrival of the Ship at this port, but cannot further say in regard to any other adjustment of accounts between them, To the fourth Interrogatory this Deponent Saith, That he knows the paper Writing Marked B That it is a Protest against the Commander of the Vessel and is signed by this Deponent as also by Lenardu Viara, Ramah, Abdul Cauder Syrang, Allovakoss Head Tindal, Adam Gee, Mannoola and Francisco Rodrigo and more Saith not to these or the last Interrogatory.

MANOEL CARDOZO.

JOSEPH GITHIN,
Examr.

LENARDU VIARA of Madras Marriner aged 37 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent Saith, That he hath known the Complainant 20 years, and the Defendant one year or thereabouts.

4th. To the fourth Interrogatory this Deponent Saith, That he knows the paper Writing now Shewn him Marked B That it is a protest drawn by the Mates against the Commander of the Vessel and is signed by this Deponent as also by Mannoel Cardozo, Ramah, Abdull Cauder Syrang, Allova Koss Head Tindal, Adam Gee, Mannoola and Francisco Rodrigo and more Saith not to this or the last Interrogatory.

LEONARDU VIEIRA.

JOSEPH GITHIN,
Examr.

RAMAH of Arracan Merchant Aged 35 years or thereabouts being produced as a Witness in this Cause on the part of the Complainant and afterwards being Sworn and Examined Deposeth as follows.

1st. To the first Interrogatory this Deponent saith That he hath known the Complainant and Defendant 2 years or thereabouts.

3d. To the third Interrogatory this Deponent Saith, That he was a Voyage at Sea with the Complainant on the Ship named Tellesingar Permaul That he was a Freighter on board and that Ciculla Vencataputty had the Command of the

Vessel he further saith that he was present at the Settling of accounts between the Complainant and the said Ciculla Vencataputty which was adjusted as follows The said Ciculla Vencataputty returned the Complainant a quantity of Elephants's Teeth to the amount of the sum agreed on between them for the Goods he had purchased of the Complainant.

To the fourth Interrogatory this Deponent saith That he knows the paper writing Marked B now Shewn him at this his Examination That it is a protest drawn by the Mates against the Commander of the Vessel and is signed by this Deponent and others whose names he cannot recollect neither can be read them being not acquainted with the Language they are wrote in.

To the fifth Interrogatory this Deponent Saith That on hearing the Cadjan read Marked C now shewn him he remembers to have heard that a Cadjan to that purport was given the Mates by the Commander of the Vessel to justifie them for the Ship's being detained and more Saith not to this or the last Interrogatory.

RAMAH.

JOSEPH GITHIN,
Exam^r.

Mayors Court at Madraspatnam.

Tuesday, the 2^d. day of April anno Domini 1745 Between Gabriel Carvalho of Madras Marriner Complainant and Poncala Ravenapah of the Same place Dubash Defendant.

This Cause coming on this day to be heard and debated before this Court in the presence of the parties and their attorneys on both sides, on hearing the Complainants Bill, with an account of Sale and an account Current thereto annext, The Defendants answer, with two acco^ts. Curr^t. & Translate of an award and of an agreement thereto annext, The Replication and Rejoynder, also the proofs taken in this Cause on the part of the Complainant (the Defendant not having produced any) read. And on Examination of the Matters in this Cause what was alledged on either side and due consideration had thereon, This Court doth therefore think fit to order and Decree and doth accordingly order and Decree that the Defendant do pay unto the Complainant, the full and just Sum of one hundred Seventy Pagodas Current of Madras, being the amount of the Elephants Teeth, taken by the Defendant from the Complainant, together with such Interest from the 26^th. June 1744 as now is or shall hereafter become due thereon until full payment is made and also the Costs of this Suit. Ps. 170.

P. Cur

NOAH CASAMAJOR,
Reg^r.

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